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CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
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CINDY MASON, CLERK

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

**DECLARATION OF PROTECTIVE COVENANTS, PROPERTY OWNERS
ASSOCIATION AND RESTRICTIONS OF USE
FOR BELL TOWER**

THIS DECLARATION made and published this 7th day of May, 2018, by Rivergate Development, LLC, (hereinafter referred to as "Founder"), and BELL TOWER PROPERTY OWNERS ASSOCIATION, INC., a non-profit organization to be organized under the laws of the State of Georgia (hereinafter referred to as the "Association"). Said Association is subject to O.C.G.A. Title 44 Chapter 3 Article 6 ("Georgia Property Owner' Association Act):



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Deed
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WITNESSETH: CINDY MASON
Clerk Superior Court, Columbia County
B 11446 P 0299-0325

Whereas, Founder is the owner of all those residential Homesites lying and being in Columbia County, Georgia, which are more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

WHEREAS, Founder has developed the property into single-family residential home sites (hereinafter referred to as "Homesites") on the property known as Bell Tower.

WHEREAS, Founder's vision for Bell Tower is to have the residences unique in character but with design that emphasizes correct architecture and proportion.

WHEREAS, Founder deems it desirable to protect the Owners of the Homesites within the Property (hereinafter referred to as "Owners" or "Homesites Owner") against improper development and use of the Homesites which would impair or depreciate the value thereof:

WHEREAS, Founder desires to provide and maintain adequate setbacks, signage controls, use restrictions, size restrictions and architectural design control in order to achieve the best use of the Property and the highest value for the property; and

WHEREAS, Founder desires to subject the Property to the covenants, restrictions, easements and agreements hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent Homesites Owners and which shall inure to the benefit of and run with the title to the Property; and

WHEREAS, Founder has or will cause the Association to be incorporated under the laws of the State of Georgia for the purposes of exercising the powers and functions aforesaid; and

WHEREAS, it is to the interest, benefit, and advantage of the Founder, the Association, and each and every person or entity who shall hereafter purchase and/or own a Homesite in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations and servitude to be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, Founder, for and in consideration of the premises and the benefits to be derived by the Founder, the Association, and each and every subsequent owner of any of the Homesites of said subdivision, hereby declares that the Property is subject to this Declaration, and the Property shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration and subject to the covenants, restrictions, easements, and agreements hereinafter set forth. Every grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease, or other conveyance or transfer of such interest, by operation of law or otherwise, whether or not it shall be so expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to the Homesite subject to the terms and conditions of this Declaration and shall be deemed to have assented to the terms and conditions hereof.

ARTICLE I**ARCHITECTURAL STANDARDS AND CONTROL**

- 1-1 Approval required: No improvements shall be made, placed, constructed or installed on any Homesite and no exterior modifications to existing Improvements shall be undertaken without prior approval of the Bell Tower Design committee in accordance with this Article, except that the Founder's activities shall be exempt from this requirement so long as it is engaged in development or construction in Bell Tower.
- 1-2 Bell tower: Bell Tower Guidelines, shall include, but specifically not be limited to guidelines published by the Founder, as from time to time amended, and shall include architectural guidelines. All improvements to Real Property in Bell Tower shall conform to Bell Tower Guidelines unless a variance has been granted in writing pursuant to this Article. The Founder shall have exclusive authority to amend the Guidelines until all of the property that is subject to these Covenants or property as annexed has been developed, after which the power to amend shall pass to the Bell Tower Design Committee. Any amendments to Bell Tower Guidelines shall be prospective in effect, and shall not apply to require modifications to or removal of structures previously approved once construction has commenced.
- 1-3 Bell tower design committee ("BTDC"):
- 1-3.1 Composition: The BTDC shall be comprised of three to five persons who shall be appointed, and may be removed and replaced, at the discretion of the Founder, so long as there are any unimproved Homesites subject to these covenants, and thereafter in the discretion of the Board of Trustees. The members of the Design Committee may, but needs not be, Members of the Association, and may include the Founder, architects, engineers or similar professionals who may receive such compensation for their services as the Founder or Board of Trustees of the Association may determine appropriate.
- 1-3.2 Fees: The Design Committee may establish and charge reasonable fees to defray costs of administering applications for approval under this Article, as provided for in the Design Guidelines.
- 1-3.3 Powers and Duties: Bell Tower Design Committee shall receive and act on all applications of Members seeking approval of proposed Improvements or proposed changes to existing Improvements to Real Property in Bell Tower. The Design Committee shall establish and make available to all member's guidelines and procedures for applications and required submissions.

The design Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

The Committee may authorize variances from compliance with Bell Tower guidelines or 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 (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) bind the Committee to grant 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.

1-4 Scope of Review: In reviewing each application and related submissions, the Design committee shall be guided by the Bell Tower Guidelines; however, Bell Tower Design Guidelines shall not be the exclusive basis for its decisions and compliance when Bell Tower Design Guidelines does not guarantee approval of any application. The Design Committee may consider any factors in deems relevant; including harmony of external design with surrounding structures and environment and consistency with the visual themes established for Bell Tower. Its decisions may be based on purely aesthetic considerations. Each Owner, by accepting a deed to Real Property in Bell Tower acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability or attractiveness of particular improvements. The architectural standards and procedures established pursuant to this Article and Bell Tower Design Guidelines are intended as a mechanism for maintaining and enhancing the overall aesthetics and protecting the value of Bell Tower and shall not create any duty to any person. The 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 or of similar design. Bell Tower requirements shall at no time be less stringent and/or restrictive than the applicable Columbia County Building Code.

1-5 Schedule for Review: The Design Committee shall notify the applicant of its determination on an application within ten (10) working days after receipt of the completed application and all required information. The Committee may (i) approve the application, with or without conditions, (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In the case of disapproval, the Committee may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. Notice shall be deemed to have been given at the time the

envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

In the event that the BTDC fails to respond in a timely manner, approval shall be deemed to have been given; however, no approval deemed to have been given under this paragraph shall be inconsistent with the Bell Tower Design Guidelines.

1-6 Commencement and Completion of Construction: Construction of the Home on the Homesite must begin on an Owner's, his/her successors and/or assigns, Homesite within eighteen (18) months of the Owner taking title (defined as the date of Warranty Deed delivered to the Member by the Owner) to the Homesite. Should the Owner not begin construction within eighteen (18) months of delivery, then the Founder has the option to (i) grant a written extension of up to one (1) year to begin construction; or (ii) purchase the Homesite from the Owner and his/her successors or assigns at the exact price which Owner purchased the Homesite from Founder, less any brokerage fees that were paid on the Homesite by the founder. If construction of the improvements has not commenced on a project for which an application has been approved within six (6) months after the date of approval, such approval shall be deemed withdrawn. Once construction is commenced, it shall be diligently pursued to completion. Unless otherwise agreed in writing by the Design Committee, all elements of proposed Improvements for which plans are approved hereunder shall be completed within one (1) years after the date of approval, or such shorter period as may be specified in any agreement for the purchase of the Homesite from the Founder.

1-7 Adherence to Plans: All construction shall adhere strictly to the plans submitted to and approved by the BTDC. It shall be conclusively presumed that the location and exterior configuration of any Residence, building, structure or other improvement placed or constructed in accordance with the approval plans do not violate this document, any amendments thereto, or the BTDC. If after plans have been approved, the improvements are altered, erected or maintained other than as approved by the BTDC, such alteration erection and maintenance shall be deemed to have been undertaken without the approval of the BTDC. After the expiration of one year from the date of completion of any improvement, addition or alteration, the same shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the BTDC, unless a notice of noncompliance executed by any member of the BTDC is recorded in the real estate records, or legal proceedings shall have been instituted to compel compliance, which includes but is not limited to, placing a lien on the property for the noncompliance. The approval by the BTDC of any plans shall not be deemed a waiver of its right to object to any of the features embodied therein which may

be embodied in any subsequent plans submitted to it, nor shall its approval be construed to signify that the plans are structurally safe or that they conform to applicable building codes.

1-8 Waiver of Liability. Founder, the Association, and the BTDC and its members, shall not be liable in damages to anyone submitting plans to the BTDC, or to any Owner or occupant of Bell Tower by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans, nor shall they be liable for any defects in any plans approved by the BTDC, or for any structural or other defect in any work done according to such plans. Every person who submits plans for approval agrees, by submission of such plans, and every Owner and occupant of a Homesite agree, by acquiring title thereto or an interest therein, not to bring any action, proceeding or suit to recover any such damage. Approval of any proposed plans shall not be deemed a warranty, representation or covenant that such plans, or any action taken pursuant thereto or in reliance thereof, comply with applicable laws.

ARTICLE II

RESIDENTIAL USE/LOCATION OF STRUCTURE

2-1 Altering Homesite Boundaries: No Homesite shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, except with the written consent of the Founder. However, the Founder hereby expressly reserves unto itself, its successors and assigns, the right to re-plat and change the boundary lines or subdivide any Homesite or Homesites; and to take such other steps as are reasonably necessary to make such re-platted Homesites suitable and fit as a building site, including but not limited to the relocation of easements, walkways, rights-of-way, and other amenities. No Homesites shall be reduced in size so that the resulting Homesite is less than 90% in size of the smallest Homesite on the initial recorded subdivision plat. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Homesites into one (1) larger Homesite. Following the combining of two (2) or more Homesites into one (1) larger Homesite, only the exterior boundary lines of the resulting larger Homesite shall be considered in the interpretation of this Declaration.

2-2 Location of Building on Homesites: It is the intention of the Founder that the Bell Tower Design Committee allow the construction of structures to be erected on any Homesite in Bell Tower in such a location on each

Homesite as will more fully enhance the natural harmony and aesthetic appeal of Bell Tower. The Bell Tower Design Committee shall be vested with full discretion as to the location of such structures, as set forth herein.

Notwithstanding anything contained herein, should the subdivision plat prepared by David Jachen, Certified Land Surveyor, and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia referenced herein above, be inconsistent with the minimum building lines, easements, or restrictions, declared herein, the subdivision plat shall control over these Declarations and Covenants, unless otherwise approved by Columbia County, Georgia and the Bell Tower Design Committee. If any of the aforementioned Homesites is subdivided or enlarged pursuant to the provisions of Paragraph 2-1 hereof, rear and side line restrictions shall be applicable only to the rear and side lines of the Homesites as altered or re-subdivided.

2-3 Zoning Restrictions: Zoning ordinances, restrictions and regulations of Columbia County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions, or regulations, the more restrictive provision shall apply.

ARTICLE III

LAND USE RESTRICTIONS

3-1 Animals. No animals, including reptiles, fowl, swine, cows, or other farm animals may be kept in or maintained on a Homesite. Provided however, dogs, cats, birds and fish commonly kept as household pets may be maintained subject to the guidelines. Animals shall not be maintained or bred for any commercial purpose. All animals must be leashed or fenced when outside. Any animal which causes excessive annoyance or disturbs the tranquility or safety of Bell Tower shall not be permitted to remain. The Association may adopt strict rules governing animals in Bell Tower, and may delegate its authority to approve pets to a committee appointed by the Board of the Trustees.

3-2 Vegetable Gardens: No vegetable garden may be planted on a Homesite except behind the line of the rear of the main dwelling structure as the same is extended to a point of intersection with the side Homesite lines. Notwithstanding, the vegetable gardens may not be more than ten (10) feet in length and/or width unless approved in writing by the BTDC.

3-3 Screened areas for Unsightly Items: Any unsightly objects including, but specifically not limited to, garbage receptacles, storage receptacles, clotheslines, air conditioning units, etc...shall be maintained only in a screened area which conceals them from the view of the streets and adjacent portions of land subject to these covenants.

Plans for such screened areas delineating the design, size, appearance and location must be approved by the Bell Tower Design Committee prior to their construction

3-4 No Dumping or Rubbish: No Homesite shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, including but not limited to yard waste, shall be kept in sanitary containers screened from view, as provided in Paragraph 3-3. It shall be the responsibility of the owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Homesite which tend substantially to detract from the beauty of the subject land as a whole or his Homesite in particular. No outside burning of trash, garbage or other refuse shall be permitted on any Homesite.

3-5 Trucks, Trailers, and Mobile Homes: Except as may be necessary from time to time and caused by an emergency, there shall be no overnight parking on the streets of Bell Tower.

Under no circumstances shall there be parking of larger than three-quarter (3/4) ton trucks, panel trucks, work trucks, trailers, or mobile homes on the streets, Homesites or other portions of Bell Tower except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Homesite. Campers, motor homes, travel trailers, panel trucks, work vans, flatbed or work trailers, boats, personal water craft and trailers may not be kept on a Homesite. Motorcycles, motorbikes, larger than three-quarter (3/4) ton trucks, travel vans, boats, personal water craft and trailers which are less than twenty-five (25) feet in length must be parked in a closed garage when on the Homesite. Owners, guests or their tenants shall not park on streets overnight.

3-6 Satellite Dish and Antennas: No satellite dish in excess of two (2) feet in diameter, or similar equipment may be placed upon any Homesite or improvements. A satellite dish, measuring no more than two (2) feet in diameter, may be placed on the home only if its visibility from the right of way on any street within Bell Tower is substantially impaired, and it is located in the rear of the Homesite. Other outside antennas, including radio, microwave, and television antennas, are not permitted in Bell Tower unless the BTDC adopts guidelines permitting the placement and use of said antennas, and the actual use and display of the antenna(s) comply with those guidelines.

3-7 Hobbies: The pursuit of hobbies or other activities and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Homesite. No permanent type of sports equipment shall be located on any Homesite where such equipment would be visible from any street without the prior written approval of the Bell Tower Design Committee; except, however,

permission is not required for a single basketball goal which is situated at least fifteen (15) feet away from and behind the corner of the house which is closest to both the right of way of the street and the goal. There shall be no portable basketball goal used on the street.

3-8 Gas Lanterns Requirement: Each Owner shall place upon their Homesite a Gas Lantern on the street-facing side of the property, and shall be visible from the street. Said Gas Lantern shall be on, with the flame on, in perpetuity, or for the time that Owner shall own the Homesite. The Gas Lantern style and placement shall conform to the Bell Tower Design Guidelines, and must be approved by the Bell Tower Design Committee.

3-9 Driveway, Sidewalks, and Street Trees: No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a Homesite, unless the apron of such driveway or walk shall be constructed of a permanent paving material which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

Every Homesite owner must install a five-foot-wide concrete sidewalk, as provided for on the Plat referenced herein, and provide and install street trees of not less than 3" trunk caliber of a species to be provided and outlined for in the Bell Tower Street Tree Design Plan. The installation of the sidewalk and the installation of the street trees shall be completed before the Home is occupied. Further, the Homesite owner shall provide for proper maintenance and care of the street trees which are located directly in front of the Homesite. This includes, but is not limited to, the maintenance of the grass and/or ground cover areas in the right of way consistent with the landscaping of the Homesite.

There shall be reserved a Utility Easement in favor of the Association along the fronts of all Homesites of eleven (11) feet which shall run along the right of way. Once the sidewalks and street trees are installed, they shall become the property of Columbia County.

3-10 Sheds and Outbuildings: All sheds and outbuildings must be constructed on the Homesite after the plans have been approved pursuant to section 1-1 above. No pre-fabricated buildings shall be allowed at any time on the Homesite. The building must be keeping with the main dwelling and reflect its same character.

3-11 Temporary Structures: No building, structure or improvement may be erected, altered, placed or permitted to remain on any Parcel, unless approved by the BTDC. No house trailer, mobile home, motor home, trailer, tent, shack, temporary structure, or other similar building, structure or vehicle may be used as a permanent or

temporary dwelling in Bell Tower. This section shall not apply to Founder or builders, contractors, real estate brokers, lenders and utility companies approved by Founder during the Development Period.

3-12 Fencing: All fencing must be submitted to the Design Committee for its review prior to installation. The fencing must adhere to the Design Guidelines, or any amendments thereto, for the neighborhood.

3-13 Noxious or Offensive Activity: No obnoxious or offensive activity shall be allowed in Bell Tower, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to the Owners or their tenants, occupants or guests, or which interferes with the peaceful possession and proper use and enjoyment of the properties in Bell Tower, nor shall any improper, unsightly or offensive use be made of any Homesite or the Common Area, or any part thereof. Without limiting the foregoing, the use, enjoyment and occupancy of the properties in Bell Tower shall not cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoin property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness, smoke, dust, dirt or ash; unusual fire or explosive hazards; or vibrations. All applicable laws shall be observed in Bell Tower.

3-14 Signs: Except as otherwise provided in these Declarations, no sign shall be erected or maintained in any portion of Bell Tower by anyone including, but not limited to, an owner, a realtor, a contractor or subcontractor, except with the written permission of the Bell Tower Design Committee or except as may be required by legal proceedings. If such permission is granted, the Bell Tower Design Committee reserves the right to restrict design, color and content of such a sign. No permission of the BTDC is necessary for a sign of not more than four (4) square feet may be used by a builder during the construction period of the main dwelling structure, or one (1) usual "Bell Tower For Sale" realtor sign per Homesite. One (1) usual "For Sale" sign is permitted but MUST be the approved "Bell Tower Logo For Sale sign" which realtors can purchase. No subcontractor, landscape or vendor signs are allowed during or after the construction of any home at any time. Under no circumstances shall any banners, twirling signs, "A" type signs, sidewalk or curb signs, balloons or other air or gas filled figures, rotating, flashing, blinking, fluctuating, portable or other animated signs be allowed on any Homesite.

3-15 Mailboxes: Bell Tower will have a mailbox kiosk center to serve all residents. Keys will be provided upon approval and issuance of the certificate of compliance by the DRB.

3-16 Play Structures and Yard Accessories: Notwithstanding any provision herein to the contrary, no basketball backboards and other fixed sports equipment shall be used or maintained in any street or cul-de-sac of Bell tower. Unless otherwise approved by the Board or provided for herein, all play structures, permanent sports equipment, and yard accessories shall be located to the rear of the Home and within the building set back lines. Any such equipment, structure or accessory exceeding six (6) feet in height shall require the approval of the Bell Tower Design committee.

3-17 Heating and Air Conditioning Equipment: The location of all original heating and air conditioning equipment shall be approved by the Bell Tower Design Committee. The Committee may adopt rules relating to the location, appearance and screening of outside heating and air conditioning equipment, and may prohibit window air conditioning units or impose strict rules relating thereto.

3-18 Garages and Garage Doors: Garage doors shall remain closed except when being reasonably used by the Homeowner. Garage and garage door setting, placement, structure and style must be submitted to the Design Committee for its review prior to its installation and construction, and adhere to the Design Guidelines, or any amendments thereto, for the neighborhood. Garage door structure and style must adhere to Design Guidelines.

3-19 Garbage and Trash: Owners shall promptly remove all garbage, rubbish and trash resulting from the use and occupancy of their Homesite. Until removed, all garbage, rubbish and trash in Bell Tower shall be stored in covered or sealed sanitary containers. All such containers must be kept within a building or placed within an enclosed or screened area, and must be integrated into the building plan to make them as inconspicuous as possible.

2-20 Landscaping and Lawn Standards – Property Owners shall maintain landscaping, lawns, and the exterior of all related items in a manner that is consistent with the rules and standards established by the Founder and/or Association. Said rules and standards shall be created and available to all Property Owners upon request. Said standards shall be approved and established in the same manner as other standards provided for in these covenants.

ARTICLE IV**BUILDING SET BACKS AND RESERVATIONS OF EASEMENTS**

4-1 Reservation of Easement: The properties in Bell Tower are subject to the drainage and utility easement and other matters shown and noted on the recorded plats of Bell Tower. No person, entity or activity shall interfere with the proper use or function of any easement, or damage or interfere with the installation, maintenance and operation of utilities, or change the direction or affect the flow of storm water.

4-2 Re-subdivision: In the event of the re-subdivision or the altering of any Homesite as provided for in Section 2-1, the easements of Section 4-1 shall apply to the Homesite as altered or re-subdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Homesite as shown on the initial recorded plat. The rights herein reserved may be exercised by Columbia County or any subdivision thereof or any licensee of the Founder, but this reservation shall not be considered an obligation of the Founder to provide or maintain any such utility or service.

4-3 Setbacks: All structures shall be set back as required on the recorded plat of the subdivision or unless otherwise required by law or ordinance.

Only driveways, walkways, and landscaped areas will be permitted in the area between the front elevation of building structures erected on a Homesite and the front property line adjoin a street or public right-of-way except for low decorative walls or fences that must be approved by the Bell Tower Design Committee.

4-4 Emergency Entry: The Association may enter upon a Homesite and the Residence thereon in an emergency for the protection of persons and property in Bell Tower. This right of entry may be exercised by the Association and policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Homesite and the residence thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Member or occupant thereof, on in the even such member or occupant fails or refuses to cure the hazardous condition.

ARTICLE V
THE ASSOCIATION

5-1 Powers: The association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to the limitations expressly set forth in this Document, the Articles, and the Bylaws. The Association may acquire, hold or dispose of real and personal property of every nature. The Association shall accept the Common Property and any other real or personal property conveyed to it by Founder. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Document, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners, and for the maintenance of the Common Property.

5-2 Common Area: The Association shall be responsible for the exclusive management of the Common Area. "Common Area" means all real property designated as Common Property and owned by the Association or as might be hereafter deeded to the Association by the Founder. The Association shall maintain the common Area in a clean and attractive condition, and in good order and repair.

5-3 Board of Trustees: The Board shall manage the affairs of the Association. Unless otherwise provided, any right, power of authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. The Board shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the Association and the use and enjoyment of the properties in Bell Tower (the "Board Rules").

Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board rules shall be observed by all Owners and their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

5-4 Election of Board: Founder shall have the absolute right to elect and remove members of the Board as long as it owns property subject to these Declarations, unless Founder sooner waives this right. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

ARTICLE VI**MEMBERSHIP AND VOTING RIGHTS**

6-1 Membership: Each Owner of a Homesite in Bell Tower shall be a Member of the Association. Membership in the Association in appurtenant to the Homesite giving rise to such membership, and shall not be transferred except upon the transfer of the Homesite, and any other attempt to transfer said membership shall be void. Any transfer of title to a Homesite shall operate automatically to transfer the membership in the Association of the change of ownership, and shall furnish the Association with a copy of the new Owner's recorded deed or other instrument establishing title and the new Owner's address to which notices from the Association shall be sent.

6-2 Voting Rights: Unless sooner waived in writing by the founder, the founder shall be entitled to three (3) votes per Homesite. With the exception of Founder, Members shall be entitled to one (1) vote in the Association for each Homesite owned. When a Homesite is owned by more than one person, all such persons shall, collectively, cast only one vote. Fractional votes shall not be allowed. If only one of such persons is present or represented by proxy at a meeting of the membership, that person is entitled to cast the vote relating to such Homesite. If more than one of such persons are present or represented by proxy, the vote relating to such Homesite shall be cast only in accordance with their unanimous agreement: otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Homesite without protest being made forthwith by any of the others to the person presiding over the meeting.

6-3 Founder's Veto Power: Founder shall have the power to veto all actions of the Association and the Board during any time which Founder owns land which is subject to these Declarations, unless Founder sooner waives this right. As long as Founder has veto power under this section, no action authorized by the Association or the board shall become effective, nor shall any action, policy or program be implemented, unless and until:

- (a) Founder shall have been given notice of each meeting of the Members and the Board by certified mail return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the provisions of the Bylaws relating to regular and special meeting of the Members and the Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and
- (b) Founder shall have power to veto any action, policy or program authorized or to be taken by the Association, the Board, or any of the Members. Except as set forth in Subsection (c), Founder's veto must be exercised by Founder at or before the meeting to consider the proposed action or within ten

days thereafter. Founder's veto power shall not include the authority to require any affirmative action of the Association or the Board; and

- (c) Founder shall have been given notice by certified mail return receipt requested or by personal delivery of any action, policy or program to be implemented without the formality of a meeting at least ten (10) days prior to its implementation. Founder shall have ten (10) days after receipt of such notice to exercise its veto.

ARTICLE VII

COMMON PROPERTY

7-1 Title: Title to all Common Property shall be conveyed to and held by the Association. Unless the Board approves otherwise, all Common Property shall be free and clear of any Mortgages or other monetary obligations at the time of Conveyance. If any Common Property is conveyed subject to a Mortgage or other monetary obligation, such Mortgage or monetary obligation shall relate directly to improvements made to such Common Property.

7-2 Maintenance: The Association shall maintain the Common Property and the alleyways, and all storm water improvements and facilities in Bell Tower which are not the responsibility of a governmental agency, in a clean and attractive condition, and in good order and repair.

7-3 Use and Enjoyment: The Owners and the Association shall have a nonexclusive right, privilege and easement of use and enjoyment in and to the common Property which are appurtenant to and shall pass with the title to every Homesite in Bell Tower. Said rights shall include: (a) a right-of-way for ingress and egress vehicular and pedestrian traffic, as appropriate, in, through, over, under and across the streets, roads, trails and walks therein for all lawful purposes; and (b) rights and easements of drainage across or through stormwater improvements, and to connect with, maintain and make use of utilities therein or located in or along the adjacent roads and streets.

7-4 Extent of Rights: The right to use and enjoy the Common Property, is subject to the following:

- (a) The provision of this Document, the right of the Association to reasonably limit access thereto and the use and enjoyment thereof, and all applicable laws.

- (b) The right of Founder prior to its conveyance, and the Association after its conveyance, to grant or dedicate to any Owner, governmental agency or utility company, and to reserve, easements and rights-of-way, in, through, under, over and across any portion of the common Property for the maintenance of utilities of drainage facilities, and for the completion of the development.
- (c) The right of Founder prior to its conveyance, and the Association after its conveyance, to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of land subject to this Declaration, but not located within Bell Tower, in exchange for services, payments or other consideration, which may include the granting of reciprocal easements to use and enjoy other land subject to this Declaration.

7-5 Easements Reserved to Founder: Founder hereby reserves the following easements right and privileges in, through, over, upon and under the Common Property: (a) easements to connect with, make use of, construct and maintain utilities, drainage facilities, services and materials within the common Property, or within or along the adjacent roads and streets, which are beneficial for the completion, marketing, use and enjoyment of Bell Tower, and to grant the right of use thereof to others; (b) the right to grade, landscape, cut and remove trees, bushes and shrubbery, and take any other action reasonably necessary to provide economical and safe installation of utilities, drainage facilities and services, and to maintain reasonable standards of health convenience, safety and appearance; (c) the right to locate thereon wells, pumping stations, and irrigation systems and lines; (d) the right and easement of ingress and egress for purposes of development, construction and marketing of Bell Tower; and such other easements and rights as may be reasonably necessary to develop Bell Tower in an orderly and economical manner; provided, however, that this section shall not obligate Founder to provide or maintain of such utility, facility or service. The easements and rights herein reserved shall continue in existence in favor Founder after conveyance of the common Property to the Association.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

8-1 Creation of Lien and Personal Obligations of Assessments: Founder and each Owner, for each Homesite owned within Bell Tower, hereby covenant and agree to pay the Association annual, special and individual assessments which shall be established and collected as herein provided. Each assessment, together with all other charges authorized pursuant to these Declarations, which are deemed a part of the assessment, shall be a

charge and a continuing lien upon the Homesite against which the assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner or Co-Owner of the Homesite at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The lien on the property for assessments of any kind, however, shall not be affected by transfer of said property, whether the lien has been filed or not. The obligations of this article shall bind each Homesite and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, non-use or waiver of the use or enjoyment of his Homesite, or otherwise.

8-2 Purpose of Assessments: Assessments levied by the Association may be used to promote the health, safety and general welfare of Bell Tower and the Owners and occupants thereof, to perform the duties and exercise the powers conferred upon the Association, and for such other purposes deemed necessary or appropriate by the Association or the Board, including: (a) operating expenses of the Association; (b) maintenance and lighting of entry features, project identification signs, access ways, and easement areas (whether dedicated to the public or private); (c) traffic control if not performed by a governmental agency; traffic control devices, and directional markers; (d) real and personal property taxes and assessments levied or assessed against the Association or the Common Property; (e) maintenance of the Common Property and the Maintenance areas, and all streets and roadways thereon which are not maintained by a governmental agency; (f) recreational and social activities; (g) deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property or the alleyways or in furnishing services to or for the Members; (h) reasonable reserves for future repairs and replacements; and (i) any other thing deemed necessary or appropriate to keep Bell Tower safe and attractive, to preserve or enhance the value of the properties therein, or which may be of benefit to the Owners and occupants thereof.

8-3 Uniform Rate of Assessment: Both annual and special assessments shall be set at a uniform rate for all Homesites owned by Owners.

The Founder has incorporated the association, and provided for the maintenance of the Homeowner's Association from its inception. It is contemplated, but not required in the development of Bell Tower, that the Founder will continue to reasonably supplement the budget of the Association until there are enough Owners to sustain the budget of the Association to maintain the greenspace, entrances and Common Areas owned by the

Association. Accordingly, Founder shall not be required to pay dues, even though it owns Homesites in Bell Tower.

8-4 Annual Assessments: The Board of Directors shall levy an annual assessment for each calendar year. The amount of the annual assessment shall be established by the Board at least thirty (30) days in advance of the assessment period, and written notice thereof shall be sent to every Homesite's Owner. The Board shall determine when annual assessments shall be paid and may permit payment thereof in installments. A Homesite shall become subject to annual assessments when the Homesite is first transferred from the Founder to the Owner. The annual assessment for Homesites which become subject to annual assessments during assessment year shall be prorated and paid based on the number of whole months remaining in the assessment year.

8-5 Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for any of the purposes set forth in Section 8-2, provided that any such assessment shall have the assent of two-thirds of the Members voting at a meeting of the membership called for the purpose of considering the special assessment. If Founder is entitled to three (3) votes per Homesite pursuant to Section 6-2 hereof, such special assessment shall also require the assent of Founder.

8-6 Individual Assessments: The Association may levy an individual assessment against a Homesite and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner's Homesite in accordance with this Declaration, the Supplemental Declarations, the Board Rules or the Bell Tower Design Committee Standards, or to reimburse the Association for any damage to property owned or maintained by the Association caused by an Owner or the Owner's tenants, occupants or guests, or for any other purpose permitted by this Declaration. An individual assessment shall be within thirty (30) days after notice thereof is sent to the Owner.

8-7 Status Certificates: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specific Homesite have been paid. A properly executed certificate of the Association as to the status of assessments on a Homesite is binding upon the Association as of the date of its issuance.

8-8 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to first and second Mortgages made in good faith and for value. Sale or transfer of a Homesite shall

not affect the assessment lien; provided however, that the sale or transfer of a Homesite by Mortgage foreclosure, or conveyance in lieu thereof, of a first or second Mortgage to which the assessment lien is subordinate shall extinguish the assessment lien. It shall not extinguish the owner's obligation to pay the dues and unpaid assessments.

ARTICLE IX

EXTERIOR MAINTENANCE

9-1 Owner's Responsibility: Each Owner shall maintain all landscaping and all improvements on the Owner's Homesite, including but not limited to the exterior of all structures, all utility lines and drainage facilities, and all other improvements located outside, aboveground or underground in a clean and attractive condition, and in good order and repair consistent with the approved plans and specifications therefore. The excessive use or maintenance of statues, figurines, flags, banners, streamers, windsocks, birdhouses, birdbaths and other such items which are visible from any street is prohibited. The Board may adopt rules, which may be purely aesthetic in nature, limiting the use, maintenance and location of equipment, decorations and other items on a Homesite which are visible from a street. Owner shall maintain each lot, with or without any structures built or constructed thereon, in a clean and uniform kept manner with that of the standard of aesthetic appearance with other lots within the neighborhood that have homes established on those other lots.

9-2 Association's Rights: The Association may provide the maintenance (including the correction of any violation) required by Section 1, if the Owner fails to do so; subject however, to the following provisions. Prior to performing any maintenance on any Owner's Homesite, the Board, or a committee appointed by the Board, shall determine that the Homesite is in need of maintenance. Except in an emergency, prior to any maintenance work, the Board shall notify the Owner that unless that specified maintenance is commenced with fifteen (15) days and thereafter diligently pursued to completion, the Association may cause the maintenance to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the required maintenance, the Association may enter upon the Homesite to cause such maintenance to be performed. The Association may paint, repair, replace and care for exterior building surfaces, roofs, gutters and down spouts; clean and resurface paved access ways and parking areas; trim and care for trees, shrubs, grass walks and other landscaping and drainage improvements; and provide general cleanup and removal of debris. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions unless caused by gross

negligence or intentional wrongdoing. The cost of any maintenance incurred by the Association under this section shall constitute an individual assessment against the applicable Homesite and Owner.

9-3 Access at Reasonable Hours: For the purpose of performing the maintenance authorized by this article, the Association may enter upon any Homesite and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, entry may be made at any time on any day.

ARTICLE X ENFORCEMENT

10-1 Violations: This Declaration, the Supplemental Declarations, the Board Rules, and the Bell Tower Design Committee Standards (collectively, the "Governing Documents") are binding upon and shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner's tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefore. Founder, the Association, any member of the Bell Tower Design Committee, or any Owner may enforce and prosecute violations of the covenants, conditions, restrictions, reservations, easements, liens, charges and other provisions now or hereafter imposed by the Governing Documents, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter.

10-2 Architectural Requirements: If an Owner fails to comply with any architectural or environmental requirement of this Declaration, the Bell Tower Design Committee Standards, or the decisions of the Bell Tower Design Committee, notice of the violation shall be sent to the Owner allowing the Owner thirty (30) days to cure the violation. If the Owner fails to cure the violation, Founder and the Association may each enter upon the Owner's Homesite, make such corrections or modifications as are necessary, remove anything in violation of such requirements, and charge the cost thereof to the Owner. Founder and the Association shall not be liable to the Owner or any other person for trespass or damages or injury to person or property in connection with such entry unless caused by gross negligence or intentional wrongdoing. This section is in addition to, and does not limit, the general enforcement provisions of Section 10-1. Furthermore, the BTDC may require deposits in an amount necessary to ensure construction and/or landscaping as completed in substantial compliance with the plans approved by the Committee.

10-3 Costs of Enforcement: Any violator under Section 10-1 or Section 10-2 shall be liable for all costs reasonably and actually incurred by any authorized person prosecuting a violation of the Governing Documents. Such costs include writing delinquency and demand letters, court costs, and attorney's fees including appeals. Such costs may be recovered regardless of whether suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Homesite and Owner, and may be enforced in accordance with Section 10-4.

10-4 Nonpayment of Assessments: An assessment levied against a Homesite by the Association becomes delinquent if the assessment or any installment thereof is not paid on the date due. If the assessment is not paid within thirty (30) days after the date due, it shall bear interest at the rate set by the Board, but not greater than the interest rate on judgments then in effect in the State of Georgia, and shall be subject to reasonable late charges established by the Board. The delinquent assessment, together with interest, late charges, and all costs of collection reasonably and actually incurred by the Association, all of which shall be deemed part of the assessment, shall be secured by a continuing lien on the Homesite. Costs of collection include charges for filing a claim of lien, writing delinquency and demand letters, court costs, and attorney's fees including appeals. Such costs may be recovered regardless whether suit is filed. The Association may institute legal action to foreclose the assessment lien against the Homesite and to collect against the Owner personally obligated to pay the assessment.

10-5 Sanctions: For violations of the Governing Documents, the Board may impose sanctions, including reasonable monetary fines, suspension of an Owner's right to vote in the Association, and loss of use and enjoyment of any property owned or maintained by the Association; provided however, that fines may not be imposed for delinquent assessments, but the Board shall suspend the voting rights in the Association of an Owner who is delinquent in the payment of assessments.

10-6 Remedies Cumulative: The remedies provided by the article and elsewhere in this Declaration are not exclusive remedies, but are in addition to all other rights and remedies available to Founder, the Association, The Bell Tower Design Committee, and the Owners now or hereafter provided by the Governing Documents, by law, or otherwise. In the event of a violation or breach of any of the Declarations and Restrictions contained herein by any owner, or agent of such owner, then the Founder, the Bell Tower Design Committee, and the owners of the Homesites in Bell Tower, or any of them jointly severally, shall have the right to proceed at law or equity to compel the compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or recovers damages for such violation. In addition to the foregoing, the Founder, the Bell

Tower Design Committee, or any owner of a Homesite in Bell Tower has the right whenever there shall have been built on any Homesite in the subdivision any structure or other condition created which is in violation of these Restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Homesite owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in these Declarations, however long continued shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement; provided however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder.

10-7 Exemptions and Immunity: When Founder, the Association or the Bell Tower Design Committee is granted a right or an exemption by this Declaration, or immunity from liability for exercising a right, privilege or remedy granted therein, such right, exemption and immunity shall extend to all persons acting on its behalf, for its benefit, or at its direction, including its directors, officers, committees, members, managers, contractors, agents, employees, successors and assigns.

ARTICLE XI

AMENDMENTS AND ANNEXATION

11-1 Amendments: This Declaration may be amended by an instrument signed by not less than two-thirds of the Owners. If Founder is entitled to three (3) votes per Homesite, any amendment shall also require the written assent of Founder. Any amendment must be recorded. Notwithstanding the foregoing, Founder shall have the absolute right to annex additional property to Bell Tower, with the consent of the Association or any owners or members, by the filing of Supplemental Declarations. Founder shall also have the right to alter the dimensions of a Homesite or Homesites by the filing of Supplemental Declarations and revised plats prior to the sale of any such Homesite or Homesites by Founder to an Owner.

11-2 Founder's Protection: Notwithstanding any other provision herein, during the Development Period, no provision of the Declaration, any Supplemental Declaration, the Articles or the Bylaws shall be amended, and no rule, restrictions or requirement shall be adopted or imposed, without the written approval of Founder, which directly or indirectly, by its provisions or in practical application, does any of the following: repeals or amends any provision specifically applicable to the Development Period; repeals or amends Founder's right to annex additional property to Bell Tower; relates exclusively or primarily to Founder, or which relates to Founder in a

manner different from the manner in which it relates to other Owners; repeals or amends the rights of membership in the Association, or the rights of Founder as a Member of the Association; repeals or amends any other provision hereof in a manner which would alter Founder's rights or status hereunder.

11-3 Annexation: Additional real estate located adjacent to the subdivision which the Founder or other owners thereof (with written consent of Founder) may decide to add the scheme of the development herein set forth, may be subjected to terms of these Declarations and the same shall be effective upon the filing of the same for the record in the Office of the Clerk of the Superior Court of Columbia County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Founder to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Bell Tower. In the event that said additional real estate shall be owned by persons or entities other than the Founder, such owners shall, upon consent of the Founder and upon the filing of such supplementary declarations, be considered a Founder of such additional real estate and shall be entitled to all of the rights and privileges as to such additional real estate as established for the Founder herein.

ARTICLE XII

SEVERABILITY CLAUSE, EFFECTIVE PERIOD, MISCELLANEOUS CLAUSES

12-1 Severability. The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgement or decree of court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in force and effect.

12-2 Term: These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia; shall thereupon run with the land and be binding upon all persons or parties and their successors and assigns claiming title under or through the Founder, until twenty (20) years from the recordation of this Declaration, and shall be continued automatically and without further notice from that time for a period of twenty (20) years thereafter, and for successive periods of twenty (20) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of twenty (20) years thereafter, a written agreement executed by the then record owners of not less than sixty percent (60%) of the Homesites then subject to these Declarations shall be placed on record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in which

agreement any of the aforementioned covenants, restrictions reservations, servitude and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitude and easements as therein modified shall continue in force for successive periods of twenty (20) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Founder shall hold title to any portion of the herein above described property, or to any additional real estate added to the scheme of the development herein set forth in these Declarations, the Founder as well as its successors and assigns, or heirs and assigns, as the case may be, shall have, and hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respects whenever in the sole and controlled opinion of the Founder. Such waiver, repeal or variance is not materially detrimental to the general nature in development of Bell Tower as a residential area.

12-3 Binding Effect: This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon, and shall inure to the benefit of the successors, successors-in-title and assigns of Founder and all owners, tenants, lessees, invitees and agents of any portion or portions of the Property.

12-4 Headings: Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

12-5 Management Agreements: Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by Founder or its affiliates, may not exceed one (1) year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty (30) days written notice to the other party.

12-6 Insurance: The Association shall maintain hazard insurance for property owned or maintained by the Association, public liability insurance covering the Association and its members for all damages or injury caused by the negligence of the Association or any of its Members or agents, and liability insurance for its directors and officers. All insurance maintained by the Association shall be in such amounts and upon such

terms and conditions deemed appropriate by the Board. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board.

12-7 Indemnification: The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the current Board) to which he may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes of judgment, negligent or otherwise, but shall be liable only for their own individual will full misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

12-8 Notices: Any notice required or permitted herein shall be in writing and may be sent to an Owner at his address as shown on the records of the Association, or to any other person at his current address, or his last known address, if his current address is not known. Notices may be sent by United States First Class Mail, postage prepaid. Such mailing shall be deemed adequate notice, and shall be effective when mailed. Other reliable methods of delivery are permitted. Proof of receipt of notice is not required. It is the duty of each Owner to furnish the Association with the Owner's address to which notices from the Association may be sent. In an emergency, any type or method of notice may be used which is reasonable under the circumstances.

12-9 Interpretation and Construction: The provisions of this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of Bell Tower. The provisions hereof shall be liberally interpreted, and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective.

12-10 Document Conflicts: In the event of a conflict between this Declaration or any Supplemental Declaration and the Articles, the Bylaws, the Board Rules or the Bell Tower Design Committee Standards, this Declaration or the Supplemental Declaration shall prevail. In the event of a conflict between the Board Rules and the Bell

Tower Design Committee Standards during the Development Period, the Bell Tower Design Committee Standards shall prevail; thereafter the Board Rules shall prevail.

12-11 Number and Gender: Unless a contrary construction is required by the context, for all purposes under this Declaration, the singular number shall include the plural, and the masculine gender shall include all genders.

IN WITNESS WHEREOF, the Founder and the Association have respectively caused these presents to be executed by and through their duly authorized officers and their seals affixed, or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

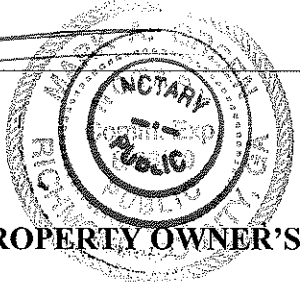
This 15th day of May, 2018.

Rivergate Development, LLC, Founder

[Signature]
By: MATTHEW ESCHELBACH
As its: MANAGING MEMBER

Jenny M Chapman
Unofficial Witness

[Signature]
Notary Public



BELL TOWER PROPERTY OWNER'S ASSOCIATION, INC.

[Signature]
By: MATTHEW ESCHELBACH
As its: PRESIDENT

Jenny M Chapman
Unofficial Witness

[Signature]
Notary Public

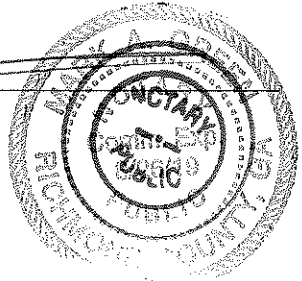


EXHIBIT "A"

ALL THAT PARCEL OF LAND, together with all buildings and improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, consisting of 59.1 acres, as shown on a plat recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Cabinet E, Slide 2018 #75-80. Reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

Tax Map and Parcel No.: 071 013D