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Clerk of Superior Court, Augusta-Richmond County, GA

eFile Participant IDs: 4800995255,

Amended and Restated

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOUNTAINHEAD CONDOMINIUM
(AS AMENDED THROUGH February 20, 2024)

State of Georgia
Richmond County

WHEREAS, West Augusta Development Corporation, Inc., a Georgia corporation, ("Declarant") recorded Protective Covenants for Fountainhead West Condominium dated November 29, 1976, in Realty Reel 70, Page 1385, et seq. of the Richmond County, Georgia property records (hereafter referred to as "Original Declaration");

WHEREAS, Declarant subsequently relinquished control of the Condominium to the Association;

WHEREAS, the Original Declaration provided that the Condominium was subject to the Georgia Condominium Act (the "Act") and § 44-3-93 of the Act specifies the process for amending the declaration;

WHEREAS, all such requirements have been met at a meeting of the members held February 20, 2024 at which time a vote was held, and of those present, 59 voted in favor and 0 voted opposed of amending the Declaration as set forth below;

WHEREAS, the following Amendments are not materially detrimental to the general nature of Fountainhead West Condominium as a residential area;

WHEREAS, the Association has approved this Amended and Restated Declaration of Protective Covenants for Fountainhead West Condominium; and

NOW, THEREFORE, the Original Declaration and all Amendments are stricken in their entirety, and the following is simultaneously substituted in their place, except to the extent that there exists inconsistencies with the legal descriptions provided for in Exhibit "A" and those subject to the Original Declaration and its amendments, in which case the legal descriptions for the property made subject to the Original Declaration shall survive and continue to be subject to this Declaration:

FOUNTAINHEAD WEST CONDOMINIUM Declaration of Covenants, Conditions and Restrictions

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ARTICLE ONE – General Provisions

Section 1. Name of Condominium: The name of the Condominium is “Fountainhead West Condominium”.

Section 2. Applicability: This Declaration of Covenants, Conditions and Restrictions (CC&Rs) provide for the self-government of Fountainhead West Condominium Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and recorded in the Richmond County, Georgia land records.

ARTICLE TWO – DEFINITIONS

Generally, terms used in this Declaration, the Bylaws and the Articles of Incorporation shall have their normal generally accepted meanings, or the meanings given in the Act. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

a. The Georgia Condominium Act: The Georgia Condominium Act means Ga. Laws 1975, pp. 609-671; Georgia Code Annotated, Chapter 85-16E.

b. The Terms of The Georgia Condominium Act: The terms in Section 3 of the Georgia Condominium Act shall have the meanings defined therein when used in the condominium instruments pertaining to Fountainhead West Condominiums unless stated otherwise.

c. Building: Building means a single structure comprised of either Units and their appurtenant limited common elements, or non-residential facilities constituting common elements as more particularly shown on the plat required by Section 20(a) of the Georgia Condominium Act.

d. Association: Association means Fountainhead Condominium Association, Inc., a Georgia nonprofit membership corporation.

e. Articles of Incorporation mean the Articles of Incorporation of Fountainhead West Condominiums, Inc. filed with the Secretary of State.

g. Association Governing Documents means this Declaration, the Bylaws and the plat; all as may be supplemented or amended.

h. Board of Directors means the elected body responsible for management and operation of the Association.

i. Declaration means and refers to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fountainhead West Condominiums.

j. Effective Date means the date that this Declaration is recorded in the Richmond County, Georgia land records.

k. Electronic Record means information created, transmitted, received, or stored by electronic means.

l. Eligible Vote means a vote which has not been suspended for a breach of the Association's delinquent assessments.

m. Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary or Treasurer, or such other subordinate officers as the Board may determine necessary.

n. Plat means the survey plat recorded at Book 70, page 1403, et seq. of the Superior Court records of Richmond County, Georgia and the condominium unit plans recorded at Book 70, page 14111, et seq of the Superior Court records of Richmond County, Georgia.

ARTICLE THREE – ASSOCIATION MEMBERSHIP, VOTING RIGHTS, UNIT DESCRIPTION

Section 1. Membership: Every Unit owner shall be a member of the Association. A person holding an interest in a Unit as security for the performance of an obligation shall not be deemed the owner unless such person purchases the Unit at foreclosure as provided in Section 8 of the Georgia Condominium Act.

Section 2. Unit Information: The identifying number of each Unit and the undivided interest in the common elements, share of liability for common expenses and the number of votes in the Association appurtenant to each Unit are as set forth in Exhibit "B" and referred to in Section 4 of this Article, which Exhibit "B" is attached hereto and by reference made a part hereof.

Section 3. Unit Boundary Description: Each Unit shall for all purposes constitute real property which may be owned in fee simple, and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of this declaration. Each owner shall be entitled to the exclusive ownership and possession of his Unit subject to the provisions of the Georgia Condominium Act and this declaration. Each Unit shall include all of the space within the boundaries thereof. The horizontal boundaries of each Unit shall be the interior finished floor and ceiling thereof. The vertical boundaries shall be the finished surfaces of all interior walls. The provisions of Section 12(a) of the Georgia Condominium Act are referred to for additional specifications regarding Unit boundaries.

Section 4. Appurtenances: Ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described all of the right, title and interest of an owner in the Unit, and the allocable undivided interest in the common elements, membership in the Association, and the number of votes in the Association.

Section 5. Acceptance and Waiver: Each Unit owner by acceptance of a deed therefore agrees that he was afforded full opportunity to inspect and examine the Unit so acquired by him and compare the Unit to the descriptions thereof contained in the condominium instruments and waives any claim or demand which he might otherwise have had against the Declarant or any other person whomsoever as a result of any discrepancy between the Unit as it then exists and as it is described in the condominium instruments.

ARTICLE FOUR – LIMITED COMMON ELEMENTS

Section 1. Assignment of Limited Common Elements – Exclusive Usage: There are hereby assigned to each Unit as limited common elements all walkways, entranceways, hallways, stairways, stairwells, stair rails, landings, patios, balconies, porches, overlooks, railings, doorsteps, mailboxes, screens, shutters, windows, doors, chutes, flues, chimneys, roof fans, attic storage spaces, air conditioning, ventilating and heating apparatus, and any and all other apparatus such as that described in Section 12(a)(5) of the Georgia Condominium Act, but not limited by such description, which are designed specifically to serve or benefit only a single Unit as appertaining exclusively to the Unit served.

Section 2. Assignment of Limited Common Elements – Common Usage: To the extent any item, area or apparatus described in Section 1 of this Article, such as by way of example and

not limitation entrance ways, hallways, stairways, plumbing or fences are designed to serve or benefit two or more Units, such item, area or apparatus is hereby assigned as a limited common element appertaining jointly and equally to all Units designed to be served and benefitted thereby. No personal property may be stored at any time on any limited common element deemed as common usage.

Section 3. Regulation of Limited Common Element Usage: The Association, through its Board of Directors, shall promulgate such rules and regulations with respect to usage of any limited common elements appurtenant to more than one Unit as it deems necessary to ensure the health, safety and protection of Unit owners, residents, visitors, agents, and licensees and to preserve and protect all buildings located upon the submitted property.

Section 4. Upkeep of Limited Common Elements: All power and responsibility regarding maintenance, repair, restoration, and replacement of limited common elements appurtenant to a single Unit, together with the liability for the expense attributable thereto shall appertain to the owner of such Unit as provided in Section 37 of the Georgia Condominium Act. However, to the extent limited common elements are appurtenant to more than one Unit, then the power and responsibility regarding maintenance, repair, renovation, restoration, and replacement of such limited common elements, together with the liability for the expense attributable thereto shall appertain equally to the owners of all Units to which the limited common elements appertain as provided in Section 17(a) and (b) of the Georgia Condominium Act.

Section 5. Authority and Responsibility of Association Regarding Limited Common Elements: In the event maintenance, repair, renovation, restoration or replacement is required of the common elements, that also include limited common elements, both the Association and the affected Unit owners shall have joint responsibility, therefore. The Association, through its Board of Directors, shall have final authority to resolve any disputes among or between Unit owners as to the equitable allocation of expense attributable to limited common elements benefiting or appertaining to such Units.

ARTICLE FIVE – USE RESTRICTIONS

Section 1. Residential Use: The submitted property shall be restricted exclusively to residential use subject however to the declarant's easement rights for the maintenance of sales offices and model Units as provided for in Section 22 of the Georgia Condominium Act.

Section 2. Amenity Use: Upon approval of the Board of Directors, the Association may permit (1) use of any portion of the amenities included in the common elements by non-members of the Association upon such terms and conditions and for such consideration as may be approved by the Board of Directors; (2) operation of any portion of the amenities involved in the

common elements in such manner as may generate income to help defray common expenses of the condominium.

Section 3. Animals and Pets: No animals, livestock or poultry of any description shall be raised, bred or kept on any part of the submitted property, except that dogs, cats or other household pets may be kept by a Unit owner in his Unit provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Association Board of Directors, unreasonably disturb any Unit owner. In no event shall any dog, cat or household pet be permitted in the swimming pool or tennis court areas. All dogs and cats shall be vaccinated against rabies by a licensed veterinarian. Evidence of vaccination shall consist of a certificate of vaccination. All dogs and cats must be collared and have attached a valid vaccination tag, as required by Augusta-Richmond County. When outside the Unit, dogs are required to be kept on a leash, not to exceed six feet in length, and under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal. The dog walk areas are to be utilized for walking dogs and owners and/or residents must always carry waste bags with them when on the common elements as they must clean up after their dogs. Dogs are never to be left unattended at any time on patios, balconies, or fenced yards. All pets must be registered with the Fountainhead office within ten (10) days of occupancy.

Section 4. Trash and Garbage: All garbage and trash receptacles shall be a part of the common elements and shall be maintained by the Association. The Association shall establish rules and regulations for usage by the owners of all garbage and trash receptacles which are a part of the common elements. No garbage or trash receptacles, wood piles or storage piles may be maintained upon limited common elements. No rubbish, trash or garbage shall be allowed to be placed on any limited common element.

Section 5. Exterior Antenna/Security Cameras: Board approval is required for method of installation and placement of any exterior television or radio antenna before such apparatus may be installed or maintained on any portion of the submitted property. The Board shall be made aware of any exterior security camera installation.

Section 6. Unit Leasing: No Unit may be leased, whether by oral or written lease, for less than a twelve-month period. Only an entire Unit may be leased, and no room or transient tenants shall be accommodated.

Section 7. Common Elements Use: Other than in limited common elements, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained provided however, that the Association may approve such exceptions to the foregoing as the Board of Directors, in their sole discretion, deem appropriate. All sidewalks, doorsteps, entrances, hallways, stairways, and passageways shall not be obstructed, encumbered or used other than for ingress and egress to and from Units. It is expressly acknowledged by all Unit

owners that such restrictions are for the mutual benefit, safety and protection of all owners and Unit residents and visitors.

Section 8. Advertising: Each Unit owner may place one "For Sale" or "For Rent" sign outside the building which includes his Unit that is no larger than one foot by two feet. Otherwise, no advertising signs, "Sold", "For Sale", or "For Rent" signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the submitted property, nor shall the submitted property be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Unit owner. It is the responsibility of the Unit owner to ensure that realtors, agents, contractors, and prospective buyers are made aware of the Association's rules and regulations concerning Common Areas.

Section 9. Vehicles: No Unit owner shall cause or permit to remain on the submitted property, other than for temporary periods buses, campers, RVs, trailers, boats, vehicles of any nature or description other than automobiles, bicycles, motorcycles, trucks of $\frac{3}{4}$ ton capacity or less and small vans. Temporary periods are defined as less than 24 hours in nature of a non-regular occurrence such as needed for loading and unloading purposes only. A parking permit must be acquired through the Fountainhead Office for a temporary parking pass for such restricted vehicles, which must be removed by the notated date. There shall be no commercial vehicles with a gross vehicle weight rating or a gross combination weight rating of 10,001 pounds or more allowed on the property unless delivering or performing work on the premises. This includes, but is not limited to, tractor trailers, semi-trucks, eighteen-wheelers, concrete trucks, wreckers, dump trucks, garbage trucks, school buses, cargo trucks and trailers. The cost to repair any damage caused by oversized vehicles is to be paid by the Unit owner. There shall be no major vehicle repairs permitted on the Fountainhead premises. If it takes excess of fifteen minutes to complete any minor repair (i.e. tire change, jump start, etc.), it is not allowed. No oil changes allowed on the premises at any time. All vehicles parked on the premises must be operational, legally registered and insured. At no time shall All-Terrain Vehicles (ATVs) be driven on the premises.

Section 10. Parking: The Association shall adopt such rules and regulations regarding the allocation and designation of spaces for parking vehicles to Units as it deems necessary to ensure equitable distribution of space to each Unit, efficiency of traffic flow and maximum safety to residents, their children and visitors to the submitted property. All vehicles parked on the premises must be operational, legally registered and insured. No vehicle shall occupy any parking space, whether reserved or visitor, for longer than seven (7) consecutive days without moving the vehicle. Parking is permitted only in designated parking spaces. At no time shall any vehicle be parked blocking another resident's ingress or egress. Owners of cars which drip oil onto streets or parking spaces will be required to remove the cars and reimburse the Association for the repair and clean up of areas affected by leaking oil. Washing of vehicles is prohibited on the property. Vehicles violating parking regulations shall be tagged with a Vehicle Violation

Notice and the vehicle owner will be given a seventy-two (72) hour notice to correct the violation indicated on the notification or the vehicle will be towed at the owner's expense.

Section 11. Other Restrictions, Rules and Regulations: The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional restrictions, rules and regulations governing the use of the submitted property as are deemed necessary to insure its protection and the beneficial enjoyment thereof by all owners. In addition to any other enforcement rights set forth herein, the Association shall have the right to enforce any violation of the Declaration, Bylaws or Rules and Regulations of the Association. The Board shall have the power to impose fines, listed on the Handbook Fine Schedule, which may be updated from time to time as the Board, at their sole discretion, deems necessary. If any Owner's tenant, occupant, guest, or invitee causes a violation, a fine may be imposed on the owner of which Unit the offender is associated. Owner's use of the common elements may be suspended, for any violation of the Declaration, Bylaws or any Association Rules and Regulations; provided, however, nothing herein shall authorize the Association to deny ingress and egress to or from a Unit. Common element use may be suspended for any length of time as the Board deems necessary depending on severity of the violation.

Section 12. Owner's Responsibilities: Each Unit Owner shall be responsible for ensuring that the Owner's family, tenants/occupants, and their guests comply with all provisions in this Declaration, the Bylaws and all rules and regulations of the Association. Owners are responsible for their tenants/occupants, guests and invitees associated with their Unit. In addition to any rights the Association may have against the Owner's family, tenants/occupants, guests, and invitees, the Association may take action under this Declaration against the Owner as if the Owner committed the violation.

ARTICLE SIX – ASSESSMENTS

Section 1. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Unit owners, their families, and guests, and to provide for the maintenance, repair, restoration, renovation, use and enjoyment of the common elements. Such assessments shall include, but shall not be limited to, funds required for the actual cost to the Association of all administration, insurance, repairs, replacements, and maintenance of the building exteriors and common elements as may be authorized by the Association through its Board of Directors. Facilities and activities to be paid for by means of such assessments include but are not limited to: maintenance and care of all grounds, swimming pool, clubhouse, streets, curbs, gutters, utility systems, landscaping, such garbage pickup, water and sanitary and storm sewer services furnished to the

buildings and common elements which are not chargeable to Unit owners directly as may be contracted for, billed to or provided for, through or by the Association, utilities serving the common elements, and other charges as may be required by the condominium instruments or that the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repairs, replacements and maintenance and other charges as specified herein. To the extent that ad valorem taxes and other governmental assessments, if any, applicable to the common elements are assessed by the taxing authorities upon the Association, assessments shall include a pro rata percentage of such taxes, assessments or charges and shall be included in the budget of the Association as recurring expenses and shall be paid by the Association as a common expense. Each Unit owner is responsible for making his own return of taxes for his Unit which shall constitute for all purposes a separate parcel of real estate as provided in the Georgia Condominium Act.

Section 2. Fixing of Assessment Obligation: The assessments provided for in this article shall be established on a calendar year basis. Prior to the beginning of each assessment period, the Association Board of Directors shall prepare a budget covering the estimated common expenses and other expenses of the Association for the upcoming year and shall fix the amount of the annual, semi-annual, or quarterly, as the case may be, assessment against each Unit and deliver written notice of same to each Unit owner.

Section 3. Frequency of Assessments: The Association shall have the authority to assess quarterly, semi-annually, or annually, whichever method may be determined from time to time by the Association to be most appropriate and feasible for management of the affairs of the condominium. Unless otherwise provided by the Board of Directors, one twelfth of the annual assessment, or one sixth of the semi-annual assessment or one third of the quarterly assessment for each Unit, as the case may be, shall become due and payable on the first day of each month during the assessment period and shall be paid to the Association when due without further notice from the Association. No Unit owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her Unit or any part of the common elements.

Section 4. Delinquency Charges: Pursuant to Section 41(b) of the Georgia Condominium Act, the lien for assessment shall also include (i) a late or delinquency charge (not in excess of the greater of \$10.00 or ten percent of the amount of each assessment or installment thereof not paid when due); (ii) interest on any assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at a rate not in excess of eight percent per annum; (iii) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, reasonable attorney's fees actually incurred; and (iv) the fair rental value of the condominium Unit from the time the institution of suit for collection of the assessment until the sale of the condominium at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

Delinquent Assessments: All assessments and related charges that remain unpaid for a period of more than thirty (30) days shall be delinquent, and the Owner shall be in default.

- (i) If any assessment or installment of an assessment is not paid in full within five (5) days of the due date, a late charge equal to the greater of \$10.00 or ten percent (10%) of the amount not paid, or such higher amounts as may be permitted by Georgia law, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of eight percent (8%) per annum, or such higher rate as permitted by Georgia law, shall accrue from the due date.
- (ii) If partial payment of an assessment or other charge is made, the amount received may be applied by the Board, in respective order to, costs and attorney's fees, late charges, interest, delinquent assessment, and current assessment.
- (iii) A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge. Such suspension shall remain in effect until the past due assessments are paid for in full.
- (iv) If an assessment remains unpaid more than thirty (30) days after the due date all amenity usage is suspended to such Unit, provided the Board of Directors shall have given written notice to the owner of subject Unit at least ten (10) days prior to taking any action. The owner shall not be relieved of the obligation to continue payment of the assessments provided for by this Declaration.
- (v) If assessments and other charges or any part thereof remain unpaid for more than thirty (30) days after due date, the Board of Directors shall provide the delinquent owner written notice of the Association's intent to suspend the owner or occupants' right to bring or park vehicles on the common elements or have guests, visitors or tenants bring or park vehicles on the common elements. The written notice shall be sent via USPS mail and/or email not less than ten (10) days prior to the date of suspension. If the owner does not pay the past due assessments or other charges within ten days of the date of such written notice, then all parking privileges of the owner and occupants, as well as all guests, visitors or tenants of the owner or occupants, shall be suspended until all past due assessments and other amounts are paid in full, and all vehicles of the owner, as well as guests, visitors, tenants or occupants shall be deemed "unauthorized vehicles" at Fountainhead West Condominiums and will be towed at the vehicle owner's expense.

- (vi) If an assessment, fine or other charge, or any part thereof, remains unpaid to the extent the total delinquent balance is in excess of three months of assessments, the Association, through its Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, Bylaws, the Georgia Condominium Act, and Georgia law, in addition to the cost of collection, including court costs, the expense of sale, any expenses required for protection and preservation of the Unit, and reasonable attorney's fees actually incurred.
- (vii) If any assessment remains delinquent for a period of 60 days on a Unit that is leased, the owners right to lease their unit shall be terminated until such time as the delinquent balance is paid in full.
- (viii) The Association may file and foreclose a lien against any Unit for non-payment of assessments.

Section 5. Liabilities for Certain Common Elements: As provided by Section 17(b) of the Georgia Condominium Act, any common expenses benefiting less than all of the Units shall be specially assessed equitably among all of the condominium Units so benefited. Any common expenses occasioned by the conduct of less than all of the Units or by the licensees or invitees of any such Unit or Units shall be specially assessed against a condominium Unit or Units, the conduct of any occupant, licensee or invitee of which occasioned any such common expense. Any common expenses significantly disproportionately benefiting all Units shall be assessed equitably among all of the condominium Units. Any common expenses as described in Section 17(a) of the Georgia Condominium Act shall be specially assessed in the manner provided in such section.

Except as provided below, the amount of all common expenses shall be assessed against all Units equally.

- (a) Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to this paragraph and the Georgia Condominium Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.
 - i. Except for expenses incurred for maintenance and repair of items which are the Association's responsibility hereunder, any common expenses benefiting less than all the Units, or significantly disproportionately benefiting all Units, may be specially assessed equitably among all of the Units which are benefited according to the benefit received.

- ii. In addition to the annual assessments above, the Association through its Board of Directors, may levy in any assessment year a special assessment for the purpose of defraying in whole or in part the cost of a Capital improvement upon a Common Area.

ARTICLE SEVEN – ADMINISTRATION BY ASSOCIATION

Section 1. Administrative Responsibility: As provided in the Georgia Condominium Act and subject to the provisions of the condominium instruments, the responsibility for the proper management and administration of Fountainhead West Condominiums shall be borne by the Association and implemented through its Board of Directors.

Section 2. Duties and Powers of the Association: The duties and powers of the Association shall be as provided in the Georgia Condominium Act, the Georgia Nonprofit Corporation Code, the condominium instruments and the bylaws and articles of incorporation of the Association.

Section 3. Directors and Officers: All members of the Board of Directors or officers of the Association shall be either a Unit owner or their legally married spouse.

Section 4. Number of Board of Directors: The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be an owner, or their legally married spouse, of a Unit at the condominiums at all times during their service as director. Directors must remain current in their Association dues, and any other assessments levied by the Association to continue serving on the Board of Directors. Delinquency by a Director shall result in suspension of their service until such assessments have been paid.

Section 5. Financial Control by Board of Directors: Financial control measures shall include:

(a) the Association, or management company if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association;

(b) the management company, if any, maintains separate records and bank accounts for each Association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account without the Board's approval; or

(c) two Board members must sign any checks written on any bank accounts maintained by the Association. Appropriate financial records shall be filed within the Board of Directors meeting minutes.

ARTICLE EIGHT – INSURANCE

Section 1. Insurance Guidelines: The Association shall be required to obtain and maintain casualty and liability insurance policies as required by the Georgia Condominium Act. Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. In discharging its responsibility to maintain appropriate insurance coverage the Association shall be governed by the following guidelines:

- (a) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of “AAA” or better by Best’s Insurance Reports.
- (b) All policies shall be for the benefit of the Association, Unit owners and their mortgagees as their interests may appear.
- (c) Provision shall be made available upon request, for the issuance of a certificate of insurance to each Unit owner and his mortgagee.
- (d) The original of all master and individual policies and endorsements thereto shall be deposited with and maintained by the Association at its principal office.
- (e) Exclusive authority to adjust losses under policies hereafter in force with respect to the submitted property shall be vested in the Association’s Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (f) In no event shall the insurance coverage obtained and maintained by the Association’s Board of Directors hereunder be brought into contribution with insurance purchased by individual Unit owners or their mortgagees.
- (g) Each Unit owner shall obtain an HO6 insurance policy 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 Unit owners and their mortgagees, may realize under any insurance policy which the Association’s Board of Directors may have in force with respect to the submitted property at any particular time. All owners shall be required to file a copy of each such individual policy with the Association’s Board of Directors within ten (10) days after purchase of such insurance. All policies shall indicate Fountainhead West Condominiums as an additional interest.

- (h) The Association's Board of Directors shall conduct a biennial insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the submitted property (with the exception of improvements made by the respective owners at their expense) by one or more qualified persons, conducted preferably by an engineer or appraiser approved or employed by the insurance carrier whose policy is then in force, or from whom a policy is to be obtained.
- (i) The Association's Board of Directors shall be required to make every reasonable effort to secure the following: (1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its officers, directors, employees and agents, the Unit owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that any master policy on the submitted property cannot be cancelled, invalidated or suspended on account of any one or more individual Unit owners; (4) that any master policy on the submitted property cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer, agent or employee of the Association without a prior demand in writing delivered to the Association's Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured; and (5) that any "other insurance" clause in any master policy excluded individual Unit owners' policies from consideration.

Section 2. Damage or Destruction to Common Elements Only: In the event of any damage or destruction to common elements only and not to any portion of any Unit, the portion of the common elements damaged or destroyed shall be repaired or restored unless the Unit owners having the majority of the eligible voting weight in the Association vote not to repair or restore. The Board of Directors shall hold any insurance proceeds paid in connection therewith, provide for the repair or restoration, impose any special assessments if the insurance proceeds are insufficient to cover the cost thereof and determine the disposition of any excess proceeds if the insurance proceeds exceed the cost of repair or restoration or if no repair or restoration will be undertaken.

Section 3. Insurance Deductibles. In the event of an insured loss under the Association's casualty policy caused or created due to negligence of any Unit owner(s), their guest, invitees, agents or contractors, the Unit owner shall be held responsible for any Association's property insurance deductibles. If any owner fails to pay the deductible when required hereunder, then the Association can pay the deductible and assess the cost to the owner(s) responsible. In addition, any legal fees, including, but not limited to reasonable attorney's fees and court costs, brought about regarding said negligence will be the responsibility of the Unit owner(s). If the loss affects more than one Unit or the common elements, the Unit owner(s) from which the damage originated shall be held

responsible for the repair, replacement or renovation of the common elements or any other Unit(s) affected.

Section 4. Additional Association Insurance. In addition to the other insurance required by this Paragraph, the Board shall obtain workmen's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws.

ARTICLE NINE – SEVERABILITY AND TERM

Section 1. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Term: The Covenants and Restrictions of this Declaration shall run with and bind the Property for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years.

ARTICLE TEN – AUTHOR

Section 1. Author: In accordance with the requirement of the Georgia Condominium Act, notice is hereby given that this declaration was prepared by Wright McLeod Attorneys at Law, 6004 Evans Town Center Boulevard, Evans, Georgia 30809.

IN WITNESS WHEREOF, this Declaration has been executed under seal this day of 25 day of June, 2024.

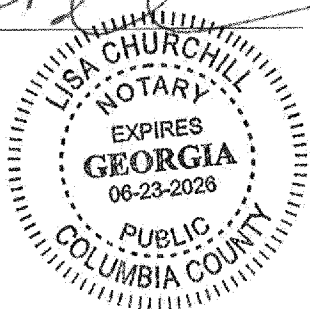
SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF

[Signature]
Witness
[Signature]

[Signature]
Jessica Gregoire, President

Notary



END OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS