

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

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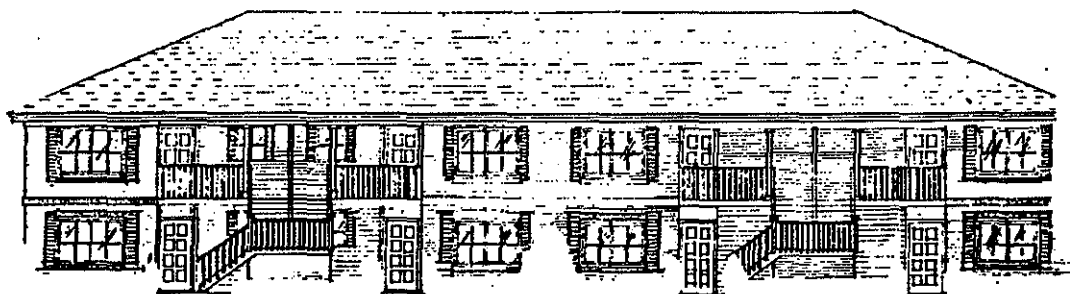
- Tab 1: Copy of Floor Plans
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- Tab 3: Copy of the Articles of Incorporation and By-Laws of Colony Park of Savannah Unit Owners Association, Inc., a Georgia Non-Profit Corporation
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TAB (1)

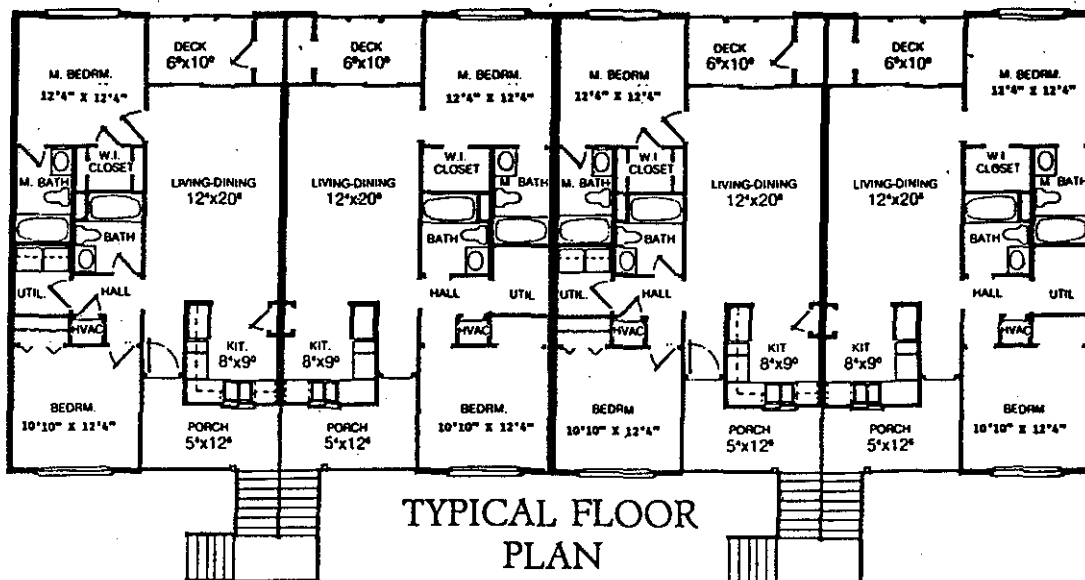
COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, A COPY OF THE FLOOR PLANS AVAILABLE FOR UNITS 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8, 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76 FOLLOWS THIS PAGE (THE SAME BEING CONTAINED WITHIN THE BROCHURE ENTITLED "COLONY PARK RESIDENCES").



ELEVATION



TYPICAL FLOOR PLAN

TAB (2)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

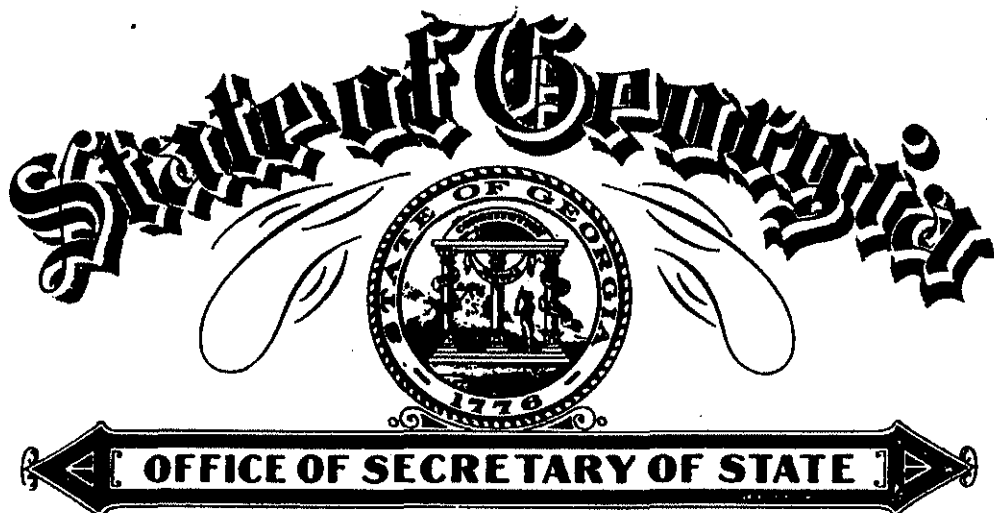
PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, A COPY OF THE
DECLARATION FOLLOWS THIS PAGE (THERE BEING NO AMENDMENTS THERETO AT THIS TIME).

TAB (3)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

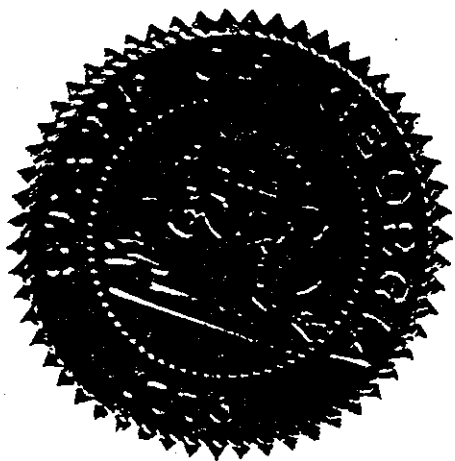
PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, A COPY OF BOTH THE ARTICLES OF INCORPORATION AND BY-LAWS OF COLONY PARK UNIT OWNERS ASSOCIATION, INC. FOLLOW THIS PAGE, (THERE BEING NO AMENDMENTS TO EITHER AS OF THIS TIME).



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

"COLONY PARK OF SAVANNAH UNIT OWNERS' ASSOCIATION, INC."

has been duly incorporated under the laws of the State of Georgia on the 9th day of September, 19 85, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 9th day of September in the year of our Lord One Thousand Nine Hundred and Eighty Five and of the Independence of the United States of America the Two Hundred and Ten.

Max Cleland

SECRETARY OF STATE. EX-OFFICIO CORPORATION

ARTICLES OF INCORPORATION OF
COLONY PARK OF SAVANNAH UNIT OWNERS' ASSOCIATION, INC.

I.

The name of the corporation, hereinafter called the "Corporation," is:
COLONY PARK OF SAVANNAH UNIT OWNERS' ASSOCIATION, INC.

II.

The Corporation is organized pursuant to the provisions of the Georgia Non-Profit Corporation Code.

III.

This Corporation shall have perpetual duration, however, the same shall be dissolved upon the termination of the condominium pursuant to the Georgia Condominium Act.

IV.

The Corporation is a Non-Profit Corporation and is being created under the Georgia Non-Profit Corporation Code (O.C.G.A. §14-3-1) for the following purposes:

To represent owners of the condominium units of COLONY PARK OF SAVANNAH UNIT OWNERS' ASSOCIATION, INC., (a condominium) and to manage said condominium and its properties pursuant to the "Georgia Condominium Act" (Ga. Laws, 1975, pp 609, et seq.), codified as Title 44, Chapter 3, Article 3, Chapter 70 (Section 4-3-70, et seq.), the Official Code of Georgia, Annotated, 1982.

V.

The affairs of the Corporation shall be managed by the Board of Directors. The method of election of the Directors shall be determined by the By-Laws of the Corporation.

VI.

The Corporation shall have all the powers and duties set forth in the Georgia Non-Profit Corporation Code.

VII.

The initial registered office of the Corporation shall be at Suite A-9, 7370 Hodgson Memorial Drive, Savannah, Georgia 31406. The registered agent of the Corporation is DeVaul L. Henderson, Jr.

VIII.

The initial Board of Directors shall consist of three (3) members who shall be:

ALBERT N. REMLER - 7370 Hodgson Memorial Drive, Suite A-9, Savannah, GA

DeVAUL L. HENDERSON, JR. - 7370 Hodgson Memorial Drive, Suite A-9, Savannah, GA

MICHELE HENDERSON - 7370 Hodgson Memorial Drive, Suite A-9, Savannah, GA

IX.

The name and address of the incorporator is: Michele Henderson, 7370 Hodgson Memorial Drive, Suite A-9, Savannah, GA, 31406.

IN WITNESS WHEREOF, the undersigned executed these Articles of Incorporation.

REMLER & HENDERSON

Michele Henderson
MICHELE HENDERSON

Post Office Box 13605
Savannah, Georgia 31416-0605
(912) 355-1815

RECEIVED
SEP -9 11 05
Savannah, GA

TAB (4)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, THIS TAB
SERVES AS A NOTICE THAT THERE IS NO GROUND LEASE OR OTHER UNDERLYING LEASE OF
ANY PART OF THE CONDOMINIUM.

TAB (5)

COLONY PARK RESIDENCES
A Condominium
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED: September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111. THIS TAB
SERVES AS NOTICE THAT THERE ARE NO MANAGEMENT, MAINTENANCE OR OTHER CONTRACTS
PROVIDING FOR THE MANAGEMENT AND OPERATION OF THE ASSOCIATION, THE CONDO-
MINIUM OR FACILITIES TO BE USED BY THE UNIT OWNERS.

TAB (6)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, A COPY OF THE ESTIMATED OPERATING BUDGET FOR THE ORIGINAL CONDOMINIUM CONSISTING OF UNITS 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8, 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76 AND THE ESTIMATED EXPENSES FOR EACH SUCH UNIT FOLLOWS THIS PAGE.

ANALYSIS OF ANNUAL INCOME AND EXPENSES - OPERATING BUDGET

For FNMA submissions complete both pages of this form. For FHLMC submissions complete this side only. Note: If developer control has terminated and the Home Owners Association has been controlled by Unit Owners for two or more years, FHLMC does not require this form.

Project Name COLONY PARK
Address or Location 7575 WATERS AVENUE City SAVANNAH State GEORGIA Zip 31406

STATEMENT OF ANNUAL PROJECT OPERATING BUDGET AND RESERVES FOR THE YEAR 1985

COMPLETE ONLY THOSE ITEMS WHICH ARE PAID BY OWNERS ASSOCIATION WHICH INCLUDES SUBJECT UNIT.

Budget below is for: ☒ Entire project ☐ Phase No. _____

ADMINISTRATIVE EXPENSES

Office expenses, supplies, equipment rental, etc. \$ -0-
Telephone -0-
Office salaries (itemize) -0-
Management fee (name of management firm) _____
Legal and audit (including accounting by Watson, Jackson, & Associates, Inc.) 5,060.00
MISCELLANEOUS 500

OPERATING EXPENSES

Fuel -0-
Utilities (Gas \$ -0- Electricity \$ 3,000 Water & Sewer \$ 1,560) 4,560
Trash & Garbage Removal 2,280
Exterminating 2,736
Supplies 200
MISCELLANEOUS 500
REPAIRS AND MAINTENANCE
Decorating (exterior and interior) -0-
Cleaning expenses and supplies -0-
Snow removal 3,192
Building maintenance and repairs -0-
Elevator maintenance and repairs -0-
Heating and air conditioning maintenance and repairs 1,824
Pool maintenance and repairs INC. WITH BLDG MAIN. -0-
Parking area maintenance and repairs INC. WITH BLDG MAIN. -0-
Private street maintenance and repairs 7,296
Gardening and yard maintenance and repairs including shrub replacement -0-
Other (specify) _____
Salaries (itemize including employee benefits and payroll taxes) _____

FIXED EXPENSES

Real estate taxes (if PUD) -0-
Other (Taxes \$ Assessments \$ Regime Fees \$) -0-
Licenses -0-
Insurance premiums 5,016
Ground rent -0-
Recreational or other facilities rental -0-

TOTAL EXPENSES

33,164
REPLACEMENT RESERVES
List Each Item Yrs. of Estimated Remaining Life Expected Replacement Cost Average Yearly Cost
ROOFING 20 \$ 25,000 \$ 1,250
ASPHALT PAVING 20 20,000 1,000
MISCELLANEOUS (POOL EQUIPMENT, STAIRWAY BANNISTERS, ETC.) 5 YR (AVG) 5,000 1,000

TOTAL REPLACEMENT RESERVES

3,250
TOTAL ANNUAL EXPENSES AND REPLACEMENT RESERVES \$ 36,414
Project Annual Income from: Condo/PUD charges \$ 41,040 Other \$ -0- Total \$ 41,040
Itemize other income N/A

If the income is less than the budget, discuss deficit N/A

Actual funds now held: for payment of operating expenses \$ -0- In Replacement Reserve fund \$ -0-
No. of Unit Owners over 30 days delinquent in Association charges N/A In Special Assessment charges N/A
Explain any indebtedness or leases on the common area or parking, utilities or other facilities (if none, so state)

Certified Correct: Organization Colony Park of Savannah Unit Owner's Association, Inc.

Date September 11, 1985 By _____ Title President

I certify that I have analyzed the above Statement of Operating Budget and Reserves. In my opinion, except as stated below, the items as set forth in this Budget appear sufficient to maintain the project, including replacement of major items, in a manner adequate to protect its marketability.

Comments on Budget and Reserves _____

Date September 11, 1985 Organization Willock, Inc.
By _____ Title President

TO BE COMPLETED BY SELLER, OWNERS ASSOCIATION OR MANAGEMENT AGENT

Only Seller/Serv

STATEMENT OF ANNUAL PROJECT INCOME AND EXPENSES FOR THE YEAR 19 _____
COMPLETE ONLY THOSE ITEMS WHICH WERE RECEIVED OR PAID BY THE OWNERS ASSOCIATION WHICH INCLUDES SUBJECT UNIT.

GROSS ANNUAL INCOME:Condo/PUD charges: \$ 45.00 per mo. X 76 units X 12 = \$ 41,040

Other income (itemized): _____

TOTAL INCOME FROM ALL SOURCES\$ 41,040**ADMINISTRATIVE EXPENSES**Office expenses, supplies, equipment rental, etc. \$ -0-

Telephone _____ -0-

Office salaries (itemized) _____ -0-

Management fee (name of management firm) _____ 5,060.00

Legal and audit (including accounting by Watson, Jackson, & Associates, Inc.) _____

MISCELLANEOUS _____ 500**OPERATING EXPENSES**

Fuel _____

Utilities (Gas \$ -0- Electricity \$ 3,000 Water & Sewer \$ 1,560) _____ 4,560

Trash and Garbage Removal _____ 2,280

Exterminating _____ 2,736

Supplies _____ 200

MISCELLANEOUS _____ 500**REPAIRS AND MAINTENANCE**

Decorating (exterior and interior) _____ -0-

Cleaning expenses and supplies _____ -0-

Snow removal _____ -0-

Building maintenance and repairs _____ 3,192

Elevator maintenance and repairs _____ -0-

Heating and air conditioning maintenance and repairs _____ -0-

Pool maintenance and repairs _____ 1,824

Parking area maintenance and repairs _____ INC. WITH BLDG. MAIN. -0-

Private street maintenance and repairs _____ INC. WITH BLDG. MAIN. -0-

Gardening and yard maintenance and repairs including shrub replacement _____ 7,296

Replacement expenses (itemize) _____

ROOFING = \$ 1,250**ASPHALT PAVING** = 1,000**MISCELLANEOUS** = 1,000 3,250

Other (specify) _____

_____ -0-

Salaries (itemize including employee benefits and payroll taxes) _____

_____ -0-

_____ -0-

_____ -0-

_____ -0-

FIXED EXPENSES _____ -0-

Real estate taxes (if PUD) _____ -0-

Other taxes or assessments _____ -0-

Licenses _____ -0-

Insurance premiums _____ 5,016

Ground rent _____ -0-

Recreational or other facilities rental _____ -0-

TOTAL EXPENSES \$ 36,414

TOTAL ANNUAL NET SURPLUS (deficit) \$ 4,626

Discuss disposition of surplus or, if (deficit), method of funding: SURPLUS WILL BE RETAINED FOR CONTINGENT EXPENSESAND TO SATISFY UNEXPECTED COST/EXPENSE OVERRUNS.

Does inspection of project indicate that funds spent during preceding year for maintenance and repairs were sufficient to maintain project in a manner likely

to be acceptable to the market? If answer is no, explain: N/A

Above statement of income and expenses is certified to be correct:

Organization Colony Park of Savannah Unit Owners Association, Inc.

By _____ Title President Date 9-11-85

William M. Mock, Jr.

ESTIMATED COST FOR EACH UNIT FOR first year; \$45.00 per month

TO BE COMPLETED BY SELLER/SERVICER, OWNERS ASSOCIATION OR MANAGEMENT AGENT

**COLONY PARK
CONDOMINIUM
ASSOCIATION**

Budget Projection

76 Units

Calendar Year 1985

Fixed Expenses:	Monthly Assessment Per Unit per Month
Insurance — Hazard and Liability	\$ 5.50
Operating Expenses:	
Administration	7.00
Common Area Utilities (Water, Sewer, Electricity)	5.00
Refuse Collection	2.50
Pest Control and Termite Bond	3.00
Grounds and Landscape Maintenance	8.00
Exterior Building Repair and Maintenance	3.50
Pool Repair and Maintenance	2.00
Reserve for Deferred Maintenance	5.00
Miscellaneous	3.50
Total Expenses	\$45.00

All of the above are projected expenses and reserve allowances which are subject to change in accordance with the Covenants and Restrictions of the Homeowners Association, a copy of which is available for inspection and review.

TAB (7)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, THIS TAB
SERVES AS NOTICE THAT THERE ARE NO LEASES OR RECREATIONAL OR OTHER FACILITIES
THAT WILL BE USED ONLY BY THE UNIT OWNERS.

TAB (8)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, THIS TAB
SERVES AS A NOTICE THAT THERE ARE NO LEASES OR RECREATIONAL OR OTHER FACILITIES
THAT WILL OR MAY BE USED BY UNIT OWNERS IN COMMON WITH ANY OTHER PERSON.

TAB (9)

COLONY PARK RESIDENCES
(A Condominium)
Savannah, Chatham County, Georgia

DECLARATION OF CONDOMINIUM
DATED September 10, 1985

PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED §44-3-111, FOLLOWING
THIS TAB IS A STATEMENT SETTING FORTH THE EXTENT OF OR LIMITATIONS APPLICABLE
TO, THE OWNER DECLARANT'S OPTION TO SUBMIT ADDITIONAL PROPERTY AND UNITS
TO THE DECLARATION.

DEVELOPMENT PLAN

Colony Park Residences (a condominium) will be developed in the following manner:

(a) General. The Developer shall construct, or cause to be constructed, on the Phase 1 - Lot 2 Property (Submitted Property) three (3) buildings (designated Buildings "1," "2," and "10") containing a total of twenty-four (24) units. In the event the Developer should submit one or more additional parcels or tracts of the Additional Property to the provisions of this Declaration, pursuant to and in accordance with the options set forth below in section (b), the Developer shall construct, or cause to be constructed, an additional building or buildings.

There is no stated maximum number of buildings or units that may be created on any of the Additional Property, however, as each additional phase of Additional Property is submitted to this Declaration, the maximum average number of units per acre of the then entire condominium shall not exceed twenty-three (23) units per acre. If all additional phases of the Additional Property are so submitted, then, in that event, the maximum number of units shall not exceed seventy-six (76).

If additional property is submitted to the Declaration all structures constructed thereon shall be compatible with Buildings "1," "2," and "10" as constructed on the Phase 1 - Lot 2 Property (original Submitted Property) in terms of quality of construction, the principal materials to be used, and architectural style thereof, and the units contained within said building will

be substantially identical to the units on the original Submitted Property, however the size, dimensions, number of rooms and other interior features of the units may differ.

The above are all of the assurances, provisions and limitations pertaining to any expansion of the Condominium by submitting thereto any or all of the Additional Property, there being no other assurances, provisions or limitations pertaining to such expansion, including, but not limited to the following:

(i) The exact location of any improvements that may be made on any portion of the Additional Property.

(ii) The description of all other improvements that will be made on any portion of any Additional Property added to the Condominium.

(iii) Any limitation on the Developer's right to create limited common elements within any portion of the Additional Property.

(iv) The sequence, order, size, boundary or number of times Additional Property may be submitted.

That portion of the architectural plans showing (i) the location and dimensions of the exterior walls and roof of each building; (ii) such walls, partitions, floors, ceilings and roof as constitute the horizontal and vertical boundaries of each Unit, including convertible space, if any, to the extent that such boundaries lie within or coincide with the boundaries of such building; and (iii) the identifying numbers of all Units, or portions thereof, depicted on the plans; shall be filed of record simultaneously with the filing of this Declaration in

the Office of the Clerk of the Superior Court of Chatham County, Georgia. At the time of filing said plans there shall also be filed for record in said Clerk's Office a certification by an architect or engineer, to the effect that he has visited the site and viewed the property and that, to the best of his knowledge, information and belief: (i) the exterior walls and roof of each structure are in place as shown on the plans; and (ii) such walls, partitions, floors, and ceilings, to the extent shown on said plans, as constitute the horizontal and verticle boundaries of each unit, including convertible space, have been sufficiently constructed so as to establish clearly the physical boundaries of each unit and convertible space (if any).

The Developer reserves the right to determine the number, location and composition of additional buildings, containing additional Units, to be constructed on the Additional Property. When the construction of an additional building with Units is completed, and prior to the first conveyance of a Unit contained within any additional phase, there will first be filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, a proper amendment to this Declaration together with architectural plans and certification of an architect or engineer meeting the provisions of the paragraph immediately set forth above pertaining to the contents of the plans and certification of a visit to the site and view of the property. Said amendments and supplemental plats and plans, together with such as may have been filed prior thereto, shall further describe the building or buildings and Units contained therein. All of

the property, except Units as evidenced by said supplemental plats and plans, shall be common area (including "limited common").

(b) Options to Submit Additional Properties. The Developer hereby reserves unto itself one (1) or more options, to be exercised in its sole discretion, to submit any portion or portions of the Additional Property to the provisions of the Declaration and thereby cause said additional portion or portions of property to be and become a part of Colony Park Residences (a condominium). These options may be exercised only by the Developer upon the execution by it of an amendment or amendments to the Declaration which shall be filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Any such amendment exercising an option shall expressly submit the additional phase or portion of property to all of the provisions of this Declaration and the By-laws of the Association, as either or both may then be amended. Upon the exercise of any of these options the provisions of the Declaration shall then be understood and construed as embracing the additional properties so submitted, together with all improvements then constructed or to be constructed thereon.

Should any of these options not be exercised within the term of seven (7) years from the date of filing the original Declaration, the same shall in all respects expire and be of no further force and affect, unless the Unit Owners of Units to which two-thirds (2/3) of the votes in the Association appertain, exclusive of any vote or votes pertinent to any Unit or Units then

owned by the Developer, within one (1) year prior to the date upon which any such option would otherwise expire consent to the extension of said options. Other than this time limitation, there are no other limitations pertaining to these options and the possible exercise thereof. In the event that the seven (7) year time period shall expire and the option not be extended as hereinabove provided, then, and in that event, the Developer shall not be obligated to impose on such additional phases of property not submitted, any covenants, conditions or restrictions.

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium), Savannah, Chatham
County, Georgia

DECLARANT: WILMOCK, INC., a Georgia Corporation (hereinafter
referred to as "Developer")

DATE: September 10, 1985

WHEREAS, WILMOCK, INC., as Declarant, a corporation
organized and existing under the laws of the State of Georgia,
having its principal office and place of business in Chatham
County, Georgia, hereinafter referred to as "Developer", owns
certain real property in Savannah, Chatham County, Georgia, and
being more particularly described on Exhibit "A", attached hereto
and incorporated herein and made a part hereof by reference (here-
inafter the "Property"); and,

WHEREAS, Developer now desires to submit a portion of
the Property to the provisions of the "Georgia Condominium Act",
(Georgia Laws, 1975, pp. 609 et seq.), codified as Title 44,
Chapter 3, Article 3, Section 70 et seq. (§44-3-70 et seq.), of
the Official Code of Georgia Annotated, 1982, all as may be
amended from time to time (hereinafter referred to as "The
Condominium Act" or "Act"); and,

WHEREAS, Developer has or will construct three (3) Buildings (Buildings "1," "2," and "10") containing twenty-four (24) Units upon the land described in Exhibit "B," attached hereto and made a part hereof by this reference (which land, together with the improvements constructed thereon, shall be referred to as "Phase 1 - Lot 2 Property"), and now desires to submit said Phase 1 - Lot 2 Property (hereinafter the "Submitted Property") to the provisions of "The Condominium Act"; and,

WHEREAS, Developer desires to provide for additional development, in one or more phases, of that portion of the land not included in the Phase 1 - Lot 2 Property, namely, the remaining portion of the property (hereinafter the "Additional Property"), some or all of which property, together with any improvements which may be constructed thereon, may be submitted to the condominium form of ownership by amendment to this Declaration, as authorized by the Condominium Act and as hereinafter provided; and,

WHEREAS, Developer hereby retains the sole and exclusive right to later submit to the provisions of this Declaration, by one or more submissions (amendments), portions or all of the Additional Property as described in Exhibit "C", together with all improvements then constructed or to be constructed thereon.

NOW, THEREFORE, Developer, in accordance with the Georgia Condominium Act, as amended from time to time, does hereby make and publish the following:

DECLARATION

Developer hereby publishes and makes this Declaration as to the divisions, covenants, restrictions, conditions, limitations and uses to which the Submitted Property (Phase 1 - Lot 2 Property), and improvements now and hereafter constructed thereon, specifying that this Declaration shall constitute covenants to run with the land, binding upon Developer, its successors and assigns, and all subsequent owners of any part of the property or improvements, their lessees, grantees, heirs, executors, administrators, representatives, devisees, successors, and assigns, and does hereby establish and submit the Phase 1 - Lot 2 Property (described on Exhibit "B" attached hereto) to the provisions of the Condominium Act (including any amendments thereto), and after the recording of this Declaration said property shall be held and sold subject to the provisions of said Act and the terms and conditions hereinafter set forth in this Declaration, said property hereinafter sometimes referred to as the "Submitted Property".

The name of the condominium shall be "COLONY PARK RESIDENCES (a Condominium)," the same being located in Savannah, Chatham County, Georgia.

ARTICLE I

DEFINITIONS

Except as provided herein, the definitions set forth in the Condominium Act shall apply to this Declaration and all other condominium documents. In addition to the definitions contained in said Act, the following definitions shall apply to this Declaration and all other condominium documents covering the Submitted Property (described on Exhibit "B"), and shall apply to any additional property hereafter submitted under the terms hereof.

(a) "Additional property" shall mean any portion or all of the property described in Exhibit "C" which may be added to this expandable condominium in accordance with the provisions of the Act and this Declaration.

(b) "Association" shall mean "Colony Park of Savannah Unit Owners' Association, Inc.," a Georgia non-profit corporation formed for the purpose of exercising the powers of the Association of this Condominium.

(c) "Board of Directors", "Directors", or "Board" shall mean the Board of Directors of the Association, the governing body of said Association.

(d) "Building" shall mean the composite of all Units comprising a single structure. Each building is identified and located on plats and plans filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and as hereinafter provided by this Declaration and any amendment hereto.

(e) "Common Elements" shall mean all portions of the Condominium other than the Units, and shall include the common areas and facilities as defined in the Act and this Declaration, and all amendments to such.

(f) "Common Expenses" shall mean all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Act, this Declaration, the Association by-laws, and all amendments to such.

(g) "Common Profits" shall mean all income collected or accrued by or on behalf of the Association, other than income derived from assessments from Unit Owners pursuant to the Act or as provided by this Declaration, the Association by-laws, and all amendments to such.

(h) "Condominium" shall mean that form of ownership established by the provisions of the Act and includes all property upon being lawfully submitted to the Act.

(i) "Condominium Documents" or "Condominium Instruments" shall mean this Declaration, the Articles of Incorporation of Colony Park of Savannah Unit Owners' Association, Inc., the by-laws of the Association and all other exhibits referenced or attached to any of such, and all other documents, rules, and regulations promulgated pursuant to the authority created herein and by the Act, all as said documents or instruments may be amended from time to time. Any amendment or certification of any condominium instrument shall, from the time of the recordation of such amendment or certification, be deemed an intrical part of the affected condominium instrument or document, so long as such amendment or certification was made in accordance with the provisions of the Act and this Declaration.

(j) "Condominium Unit" shall mean a unit together with the undivided interest in the common elements appertaining to that unit, and intended for any type of independent ownership and use.

(k) "Convertible Space" means a portion of a structure within a condominium, which portion may be converted in accordance with the Act and this Declaration into one or more Units or common elements, including, but not limited to, limited common elements.

(1) "Declaration" shall mean this document or instrument as recorded, including any lawful amendments thereto upon being recorded.

(m) "Expandable Condominium" shall mean a condominium, such as this Condominium, to which additional property may be added in accordance with the provisions of the Act and this Declaration.

(n) "Foreclosure" shall include, without limitation, the exercise of a power of sale contained in any security deed, trust deed, deed to secure debt or other instrument conveying security title to the condominium unit, or the judicial foreclosure of such.

(o) "Colony Park of Savannah Unit Owners' Association, Inc." shall mean a non-profit corporation organized under the laws of the State of Georgia, whose members shall be condominium unit owners, and which condominium unit owners shall automatically become members of the Association upon becoming such owner. Colony Park Unit Owners' Association, Inc., is hereinafter sometimes referred to as the "Association."

(p) "Identifying Number" shall mean one or more letters, numbers, symbols or words, or any combination thereof, that identifies each unit in the Condominium.

(q) "Lease" shall include all leases, sub-leases and rental contracts, whether oral or written.

(r) "Limited Common Element" shall mean the

portion of the common elements reserved for the exclusive use of those entitled to the use of one or more (but less than all) of the units.

(s) "Majority", except where otherwise provided by the Act, this Declaration, the Articles of Incorporation of the Association, or the by-laws thereof, shall mean the number of condominium unit owners or their proxies, entitled to cast more than fifty (50%) percent of the total votes of said Association in accordance with the voting rights as determined by the Act, this Declaration, the Association By-laws, and all amendments thereto.

(t) "Mortgage" shall mean a mortgage, deed to secure debt, trust deed, or other instrument conveying a lien upon or security title to the condominium unit.

(u) "Mortgagee" shall include any grantee or holder of a deed to secure debt or other instrument conveying security title to a condominium unit.

(v) "Officer" shall mean an officer of the Association.

(w) "Person" shall mean a natural person, corporation, partnership, association, trust or other entity, or any combination thereof.

(x) "Plans" and "Plat" shall mean the plans and plats of the Buildings, Units, Submitted Property and Additional

Property, which plans and plats are more particularly designated and described on Exhibit "D," incorporated herein and by reference made a part hereof. Said plans and plats are or will be filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and shall pertain to the Condominium upon so filing.

(y) "Submitted Property" shall mean the property lawfully submitted to the provisions of the Act by the recording of condominium instruments pursuant to the provisions of the Act and this Declaration, said property being more particularly described on Exhibit "B" attached hereto. Additional property shall be deemed to be submitted property upon the expansion of this Condominium pursuant to the provisions of the Act and this Declaration.

(z) "Unit" shall mean a portion of the condominium intended for any type of independent ownership and use. Convertible space shall also be deemed a unit. Unit means and includes the same as "Condominium Unit".

(aa) "Unit Owner" or "Condominium Unit Owner" shall mean one or more persons, including the Developer, who own a condominium unit.

ARTICLE II

THE BUILDING

The exterior walls of the building or buildings (containing the units) are framed construction with exterior covering

to be brick and glass. The interior walls are gypsum board or wood paneling on wood studs. The roof is on wooden framing with asphalt shingles. Each building is constructed on a concrete slab foundation with concrete flooring on the first floor and wood sub-flooring on the second floor. Each unit, within the building, has separate heating, air-conditioning, electricity, lighting, water and plumbing. Each building is individually connected to the common sewer main.

ARTICLE III

UNITS

A. Unit Information: Attached hereto, incorporated herein and made a part hereof by reference is Exhibit "E," being a list of all units in Phase 1 - Lot 2 (the Submitted Property) their unit designations, number of rooms, and under designation "(a)" the fractional interest in the common elements appertaining to each unit and its owner. Under designation "(b)" is the formula for determining the fractional interest in the common elements appertaining to each unit and its owner should this Condominium be expanded as herein provided.

B. Unit Boundaries: The boundaries of each unit are as described in Exhibit "E" attached hereto and as shown on the plans, all by reference being incorporated herein and made a part hereof. Each unit shall include all of the space within the boundaries thereof.

C. Unit Identification: There shall be filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, with this Declaration, plans of all structures signed by a registered architect or a registered engineer, together with a certification (a copy of such certification being also attached hereto as Exhibit "F," which by reference is incorporated herein and made a part hereof) by an architect or engineer to the effect that he has visited the site and viewed the property, and that, to the best of his knowledge, information and belief: (i) the exterior walls and roof of each such structure are in place as shown on said plans; and (ii) such walls, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit (including convertible space) have been sufficiently constructed so as to clearly establish the physical boundaries of such unit and units.

ARTICLE IV

COMMON ELEMENTS

The common elements (including "limited common") consists of the entire submitted property, including all parts of the building, not included within the unit boundaries and not separate facilities as shown on the plans, and includes, without limitation, the following:

(a) The land described in Exhibit "B" as well as any additional property (after submission).

(b) All shutters, awnings, window boxes, doorsteps, porches, balconies and patios.

(c) All entrance ways, foyers, stairways and halls providing access to more than a single unit.

(d) All driveways and parking areas.

(e) All central and appurtenant equipment for services such as power, light, telephone, and water which are not separate facilities.

(f) All sewer pipes serving more than one (1) unit.

(g) All garbage service and maintenance facilities and spaces for the benefit of two (2) or more unit owners.

(h) All walks, curbing, and access paving, shrubbery, trees and other landscaping.

(i) All exterior signs.

(j) All exterior parts and surfaces of the building containing a unit or units, including window glass (however the replacement of such glass of a unit shall be at the expense of the respective Unit Owner).

(k) All other parts of the condominium property, and all appurtenances and installations in the building, or on the condominium property intended for common use or necessary or convenient to the existence, operation, maintenance and safety of the

condominium property.

ARTICLE V

LIMITED COMMON ELEMENTS

(a) The entrance step and porch, appurtenant to a single unit shall constitute limited common elements appurtenant to said unit and, as such, are restricted to the use of said Owner. All expense of maintaining said limited common elements shall be assessed against each such particular unit. Notwithstanding said areas being designated as limited common areas, the same shall be subject to the control of the Association and to any restrictions placed thereon, from time to time, by said Association.

(b) Each entrance step, entrance porch, foyer, stairway and hall serving more than one unit constitutes limited common elements appurtenant to all units so served and the expense of maintaining said limited common elements shall be assessed by the Association equally against the units so served. Notwithstanding said areas being designated as limited common areas, the same shall be subject to the control of the Association and to any restrictions placed thereon, from time to time, by said Association.

(c) The limited common elements established by this article can be ascertained and are more particularly shown on the plans and plats as designated and described on Exhibit "D," which plans and plats by reference are incorporated herein

and made a part hereof.

ARTICLE VI

OWNERSHIP OF COMMON ELEMENTS

The common elements shall be for the common use of all Unit Owners, subject only to the portions designated as "limited common". The ownership of each Unit shall include ownership of the fractional undivided interest in the common elements as assigned to each unit as set forth in Exhibit "E." With the exceptions of convertible space, expansion of the condominium, relocations of unit boundaries, and subdivision of a unit, the fractional interest assigned to each of the respective Units can be changed only by the consent of all Unit Owners expressed in an amendment to this Declaration. The fractional undivided interest in the common elements cannot be separated from the Unit to which it is assigned and cannot be separately conveyed or transferred, nor used independently as security in any manner; it shall be deemed to be conveyed or transferred with the Unit to which it is assigned even though not specifically referred to in the deed of conveyance or other instrument conveying or transferring title to such Unit or creating a security interest therein. The common element shall remain undivided and no right shall exist to partition except as provided in the Act and this Declaration, including any amendments thereto. Said fractional interest of common elements may be changed, as provided by the Act and as herein pro-

vided, by (i) expansion of the Condominium through submission of one (1) or more additional properties; (ii) conversion of convertible space; (iii) relocation of unit boundaries; or (iv) through subdivision of a unit.

ARTICLE VII

PROPERTY RIGHTS/EXPANDABLE CONDOMINIUM

SECTION 1. DEVELOPMENT PLAN - Colony Park Residences

(a condominium) will be developed in the following manner:

(a) General. The Developer shall construct, or cause to be constructed, on the Phase 1 - Lot 2 Property (Submitted Property) three (3) buildings (designated Buildings "1," "2," and "10") containing a total of twenty-four (24) units. In the event the Developer should submit one or more additional parcels or tracts of the Additional Property to the provisions of this Declaration, pursuant to and in accordance with the options set forth below in subsection (b) of this Section 1, the Developer shall construct, or cause to be constructed, an additional building or buildings.

There is no stated maximum number of buildings or units that may be created on any of the Additional Property, however, as each additional phase of Additional Property is submitted to this Declaration, the maximum average number of units per acre of the then entire condominium shall not exceed twenty-three (23) units per acre. If all additional phases of the Additional Property are

so submitted, then, in that event, the maximum number of units shall not exceed seventy-six (76).

If additional property is submitted to this Declaration all structures constructed thereon shall be compatible with Buildings "1," "2," and "10" as constructed on the Phase 1 - Lot 2 Property (original Submitted Property) in terms of quality of construction, the principal materials to be used, and architectural style thereof, and the units contained within said building will be substantially identical to the units on the original Submitted Property, however the size, dimensions, number of rooms and other interior features of the units may differ.

The above are all of the assurances, provisions and limitations pertaining to any expansion of the Condominium by submitting thereto any or all of the Additional Property, there being no other assurances, provisions or limitations pertaining to such expansion, including, but not limited to the following:

(i) The exact location of any improvements that may be made on any portion of the Additional Property.

(ii) The description of all other improvements that will be made on any portion of any Additional Property added to the Condominium.

(iii) Any limitation on the Developer's right to create limited common elements within any portion of the Additional Property.

(iv) The sequence, order, size, boundary or

number of times Additional Property may be submitted.

That portion of the architectural plans showing (i) the location and dimensions of the exterior walls and roof of each building; (ii) such walls, partitions, floors, ceilings and roof as constitute the horizontal and vertical boundaries of each Unit, including convertible space, if any, to the extent that such boundaries lie within or coincide with the boundaries of such building; and (iii) the identifying numbers of all Units, or portions thereof, depicted on the plans; shall be filed of record simultaneously with the filing of this Declaration in the Office of the Clerk of the Superior Court of Chatham County, Georgia. At the time of filing said plans there shall also be filed for record in said Clerk's Office a certification by an architect or engineer, to the effect that he has visited the site and viewed the property and that, to the best of his knowledge, information and belief: (i) the exterior walls and roof of each structure are in place as shown on the plans; and (ii) such walls, partitions, floors, and ceilings, to the extent shown on said plans, as constitute the horizontal and vertical boundaries of each unit, including convertible space, have been sufficiently constructed so as to establish clearly the physical boundaries of each unit and convertible space (if any).

The Developer reserves the right to determine the number, location and composition of additional buildings, containing additional Units, to be constructed on the Additional

Property. When the construction of an additional building with Units is completed, and prior to the first conveyance of a Unit contained within any additional phase, there will first be filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, a proper amendment to this Declaration together with architectural plans and certification of an architect or engineer meeting the provisions of the paragraph immediately set forth above pertaining to the contents of the plans and certification of a visit to the site and view of the property. Said amendments and supplemental plats and plans, together with such as may have been filed prior thereto, shall further describe the building or buildings and Units contained therein. All of the property, except Units as evidenced by said supplemental plats and plans, shall be common area (including "limited common").

(b) Options to Submit Additional Properties. The Developer hereby reserves unto itself one (1) or more options, to be exercised in its sole discretion, to submit any portion or portions of the Additional Property to the provisions of this Declaration and thereby cause said additional portion or portions of property to be and become a part of Colony Park Residences (a condominium). These options may be exercised only by the Developer upon the execution by it of an amendment or amendments to this Declaration which shall be filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Any such amendment exercising an option shall expressly submit the additional phase or portion of property to all of the provisions of this Declaration and the By-laws of the Association, (a copy of which is attached hereto as Exhibit "G" and, by reference, made a part hereof), as either or both may then be amended. Upon the exercise of any of these options the provisions of this Declaration shall then be understood and construed as embracing the additional properties so submitted, together with all improvements then constructed or to be constructed thereon.

Should any of these options not be exercised within the term of seven (7) years from the date of filing this original Declaration, the same shall in all respects expire and be of no further force and affect, unless the Unit Owners of Units to which two-thirds (2/3) of the votes in the Association appertain, exclusive of any vote or votes pertinent to any Unit or Units then owned by the Developer, within one (1) year prior to the date upon which any such option would otherwise expire consent to the extension of said options. Other than this time limitation, there are no other limitations pertaining to these options and the possible exercise thereof. In the event that the seven (7) year time period shall expire and the option not be extended as hereinabove provided, then, and in that event, the Developer shall not be obligated to impose on such additional phases of property not submitted, any covenants, conditions or restrictions.

SECTION 2. UNIT - Each Unit, together with its fractional undivided interest in the common area, 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 Unit Owner shall be entitled to the exclusive ownership and possession of his Unit, subject to the provisions of the Act, this Declaration, and the by-laws, rules and regulations of the Association. Each Owner of a Unit, by acceptance of a deed, agrees that he has had full opportunity to inspect and examine the Unit acquired by him and waives any claim or demand which he might otherwise have had against the Developer, or any other person whomsoever, as a result of any discrepancy between the Unit as it then exists and as it is described in this Declaration, the plat and the architectural plans and specifications. The ownership of each Unit shall include, and it shall pass with each Unit as appurtenances thereto, whether or not separately described, all the right, title and interest of a Unit Owner in the property, which shall include but not be limited to a fractional undivided interest in the common area, membership in the Association, and interest in funds and assets held by the Association.

SECTION 3. COMMON ELEMENTS - Ownership of the common elements shall be by the Unit Owners as tenants-in-common.

The fractional share of undivided interest of each Unit Owner, in and to the common elements, at any particular time, shall be as set forth and formulized in Exhibit "E", attached hereto and by reference, made a part hereof. Each Unit Owners' fractional share of undivided interest, in and to the common elements, at any particular time, shall be based upon a fraction, of which the numerator shall be the numeral "one (1)" and the denominator is the total of all units of the Condominium (including convertible space and additional units constructed on additional property as the same are submitted to the Declaration as herein provided). The fractional share of undivided interest appertaining to each Unit may be altered, (i) by the expansion of the condominium (by adding additional phase properties) as provided by this Declaration or, (ii) by the relocation of boundaries between adjoining units resulting in appropriate adjustment of undivided interests in and to the common area as provided by Section 44-3-91 of the Official Code of Georgia Annotated or, (iii) by the Unit Owner subdividing his Unit resulting in a division of the subdivider's undivided interest in and to the common area as provided by Section 44-3-92 of the Official Code of Georgia Annotated or, (iv) by conversion of convertible space as provided by Section 44-3-88 of the Official Code of Georgia Annotated or, (v) by the consent of all Unit Owners (or such lesser number of Unit Owners as may hereafter be prescribed by the Act) expressed in a duly

recorded amendment to this Declaration; provided, however, that each Unit Owner, by acceptance of a deed to his Unit, consents and agrees to the possible alteration of said fractional shares in accordance with and as provided for in Exhibit "E" at such time or times, if any, as this condominium is expanded by one (1) or more phases of additional property being submitted by the Developer to the provisions of this Declaration, as provided for in this Declaration. In furtherance thereof, each Unit Owner hereby irrevocably appoints the Developer as his limited attorney-in-fact for the sole purpose of further evidencing such consent and agreement should the Developer determine the same to be necessary or desirable. The common elements shall remain undivided and no Unit Owner, nor any other person, may bring any action for partition or division of the whole or any part thereof, except as provided in the Act and this Declaration. Each Unit Owner and the Association may use the common elements for the purpose for which they are intended, but no such use shall encroach upon the lawful rights of the other Unit Owners.

ARTICLE VIII

EASEMENTS AND RIGHTS OF ACCESS

A. ENCROACHMENTS: If any portion of the common elements now or hereafter encroaches upon any Unit, or if any Unit now or hereafter encroaches upon any other Unit or upon any portion of the common elements, solely as a result of the construction of the units or buildings, or if any such encroachment shall

occur hereafter as a result of settling or shifting of the units or buildings, a valid easement for the encroachment and the maintenance of the same shall exist so long as the units or buildings shall stand. In the event the building, or any unit or portion thereof, shall be partially or totally destroyed as a result of fire or casualty, or as the result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit, or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building or unit shall stand.

B. GENERAL EASEMENTS: Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, ducts, wires, cables, conduits, chutes, utility lines and other physical facilities which are common elements serving the Owner's Unit. Each Unit shall be subject to an easement in favor of the other Unit Owners to the use of such pipes, ducts, wires, cables, conduits, chutes, utility lines or other physical facilities which are common elements serving the Condominium Property. A general easement for the benefit of all Unit Owners is reserved through the Condominium Property, including Units, as may be required for installation, maintenance, repair or replacement of pipes, ducts, wires, cables, conduits, chutes, utility lines or other physical facilities which may now or hereafter become common elements neces-

sary to adequately serve the Condominium Property.

C. INSPECTION AND MAINTENANCE: Any member of the Board, or any other person authorized by the Board, shall have the right of access to all common elements and to each Unit for the purpose of inspection, maintenance, repair or replacement of any part of the Condominium Property; provided however, that except in the case of emergency, such right of access to a Unit shall not be exercised without reasonable notice to the Unit Owner and all reasonable attempts will be made to make such entry and repairs, etc., at a reasonable and convenient time to the Unit Owner.

ARTICLE IX

USE AND RESTRICTIONS

The use of the submitted property, including each unit and the common elements, shall be in accordance with the following provisions so long as the condominium shall exist:

A. Units: Each unit of the Condominium may be utilized solely for residential usage or purposes, provided such usage is authorized by all applicable governmental regulations and zoning laws. Each of the units may be leased or rented by the Unit Owner, provided that the minimum term is six (6) months.

B. Common Elements: The common elements (including limited common elements) shall be used only for the purposes for which they are intended, including entrance ways, exits, driveways,

parking and landscaping. There shall be no obstruction of the common elements nor shall anything be stored in or on the common elements without the prior written consent of the Board of Directors. The parking of vehicles shall be as provided by rules and regulations of the Association as the same may be amended from time to time, which rules and regulations shall have the same force and effect as if fully set forth herein.

C. Nuisances: No nuisance shall be allowed upon the condominium property, nor any use or practice, not originally contemplated in the uses and purposes herein above set forth, which would be a source of any annoyance to Unit Owners or an interference with the peaceful possession and proper use of the condominium property by Unit Owners. All parts of the Submitted Property, including units, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner, or Tenant of such, shall make or permit any use of his or its unit, or make any use of the common elements which will violate the provisions of the condominium documents or any insurance policy covering the condominium property.

D. No Unlawful Use: No improper, offensive, or unlawful use shall be made of any part of the Submitted Property, and all applicable laws, zoning ordinances, and regulations of all governmental bodies shall be observed. The responsibility and expense of meeting the requirements of governmental bodies per-

taining to each unit which requires maintenance, modification or repair of the same shall be the responsibility of the Unit Owner. The responsibility and expense of meeting the requirements of governmental bodies pertaining to the common elements which requires maintenance, modification or repair of the common elements shall be the same as the responsibility for maintenance and repair of such common elements unless necessitated by the misuse, misconduct, neglect or specific use of the Unit Owner, in which case such expenses shall be assessed against such Owner.

E. Pets: Domestic household pets may be maintained within a unit provided the same are not kept or bred for commercial purposes. Dogs and cats shall be limited to not more than two (2) each and at all times, pets within a unit shall be maintained in such a manner as not to cause an annoyance to other unit owners. Dogs shall be maintained on leashes and not allowed to run free on the common elements.

F. Parking Areas: Parking areas located on the common elements shall be used for no purpose other than to park the personal vehicles of unit occupants, their tenants visitors, invitees and licensees, specifically excluding commercial vehicles, trailers, campers, motor homes and boats. This prohibition shall not apply to pick-up trucks used for personal transportation (not exceeding 3/4 ton) or to temporary parking of service vehicles required for delivery or maintenance purposes.

Additional rules and regulations pertaining exclusively to parking may be made by the Association, which shall have the same force and effect as if fully set forth herein. The Board or Association shall also have the sole authority to grant specific waivers to unit owners, when deemed reasonable and appropriate.

G. Approval required for changes: No construction of any nature whatsoever shall be commenced or maintained upon the common elements of the condominium, nor shall there be any change, modification or alteration in any manner whatsoever of any surface or facade of a unit exterior, including the color, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same have been submitted to and approved in writing by the Board of Directors of the Association.

H. Common Elements Restriction: No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained within the common elements, except as the Board of Directors, in its sole discretion, may deem appropriate. No sidewalks, doorsteps, entrances or passageways shall be obstructed, encumbered or used other than for ingress and egress to and from units. These restrictions are for the mutual benefit, safety and protection of all Unit Owners and their tenants, visitors, invitees, and licensees.

I. Regulations and Rules: Regulations and rules con-

cerning the use of the Submitted Property may be made and amended from time to time by the Association's Board of Directors. Copies of such regulations and rules shall be maintained by the Secretary of the Association and furnished to all Unit Owners, and mortgagees upon request. Such regulations and rules of the Board shall be binding upon the owners, and their tenants, visitors, guests, servants, employees, licensees, invitees, successors and assigns unless such regulations and rules are overruled in a regular or special meeting of the Association by a minimum of two-thirds (2/3) of the total votes of all Unit Owners. Pursuant to the Act, the Board of Directors shall have the authority to impose and assess fines for each failure to comply with said regulations and rules or with any condominium instrument, and to suspend temporarily the right to use certain of the common elements in order to force compliance; provided, however, that no such suspension shall deny any Unit Owner or occupants access to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist.

ARTICLE X

INSURANCE AND CASUALTY LOSSES; NO PARTITION

A. Insurance: The Board of Directors or its duly authorized agent shall obtain insurance for all of the improvements on the Submitted Property (with the exception of improvements and betterments made at the expense of the respective Unit Owner and title insurance) against loss or damage by fire or other

hazards, including extended coverage, vandalism and malicious mischief, in an amount consonant with the full replacement value of all structures within the Condominium. Said Board or agent shall also obtain comprehensive general liability insurance with minimums of One Million (\$1,000,000.00) Dollars for injury, including death, to a single person, Two Million (\$2,000,000.00) Dollars for injury or injuries, including death, arising out of a single occurrence, and Fifty Thousand and No/100 (\$50,000.00) Dollars property damage, covering the Association, the Board of Directors and Officers of the Association, all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any unit or other portion of the Submitted Property. The Board of Directors is also authorized to obtain any other type of insurance it deems necessary to protect the Unit Owners, the Submitted Property, the Association and its Board of Directors and Officers, including Director's and Officer's liability coverage. The amounts specified herein are minimum amounts and the Board of Directors may determine to acquire greater coverage, however, at all times, the insurance coverage shall meet the greater of the minimum herein provided or as provided by §44-3-107 of the Official Code of Georgia Annotated, including any amendments thereto. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Unit Owners in such proportions as the Board of Directors shall determine, which determination shall be

based on the annual insurance review provided for in this Article. Such insurance shall be governed by the following provisions:

(1) Companies: All policies shall be written with a company licensed to do business in the State of Georgia, having a Policy Holder's Rating of "A+" and a financial size Category "XV" according to Best's Insurance Reports.

(2) Beneficiaries: All policies, including such additional unit insurance as Unit Owners may request and obtain through the Board, shall be for the benefit of the Association, Unit Owners and their mortgagees as their interests may appear.

(3) Certificates: Provisions shall be made for the issuance of a certificate of insurance to each Unit Owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular unit.

(4) Policies: A copy of all policies and endorsements thereto shall be deposited with the Board of Directors or with the insurance trustee appointed by the Board. A copy of the same shall be maintained by the Association at its principal office.

(5) Adjustments: Exclusive authority to adjust losses under policies hereafter in force on the Submitted Property shall be vested in the Board of Directors; provided, however, that no mortgagee having an interest in such loss may be prohibited from participating in the settlement negotiations, if any, related

to a unit on which it holds a mortgage.

(6) Contribution: In no event shall the insurance coverage obtained and maintained by the Board of Directors be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

(7) Additional Insurance: It shall be the individual responsibility of each Unit Owner, at his own discretion and expense, to provide owner's title insurance on his individual unit, comprehensive personal liability insurance, theft or other insurance coverage covering improvements, betterments, and personal property damage and loss. A Unit Owner may obtain additional unit insurance at his own expense, which additional insurance shall be for the benefit of the Unit Owner, the Association and any mortgagee; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to decrease the amount which the Association, on behalf of all Unit Owners and their mortgagees, may realize under any insurance policy which the Association may have in force with respect to the Submitted Property at any particular time.

(8) Insurance by Unit Owners: Any Unit Owner who obtains an individual insurance policy covering his unit other than for coverage attributable to improvements made by such Owner at his expense and personal property belonging to such Owner, shall file a copy of such policy with the Board of Directors within thirty (30) days after obtaining any such insurance.

(9) Insurance Review: The Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Submitted Property (with the exception of improvements made by the respective owners at their own expense) by one (1) 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.

(10) Policy Provisions: The Board of Directors or its duly authorized agent shall be required to make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association and its officers, directors, employees and agents, the Unit Owners and their respective employees, agents, visitors, licensees, invitees, tenants and lessees; and

(ii) A waiver by the insurer of its right to repair and reconstruct instead of paying cash; and

(iii) That any master policy on the Submitted Property cannot be cancelled, invalidated or suspended on account of any one (1) or more individual Unit Owners; and

(iv) That no master policy on the Submitted Property can be cancelled, invalidated or suspended on account of the conduct of any director, officer, agent or employee of the

Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured; and,

(v) That any "other insurance" clause in any master policy exclude individual Unit Owners' policies from consideration.

B. Insurance Trustee:

(1) Insurance Trustee: When "Insurance Trustee" is referred to herein the same shall mean the Board of Directors, unless the Board of Directors has named an Insurance Trustee. All insurance policies obtained by and in the name of the Association shall provide that the proceeds covering property losses shall be paid to the Board of Directors of the Association and/or the Insurance Trustee, if such Insurance Trustee has been appointed. If an Insurance Trustee resigns or is unable or unwilling to serve at any time, a majority vote of the Board of Directors shall appoint a successor Insurance Trustee. Immediately upon the receipt by the Association of insurance proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and delivered, and cause such instrument to be delivered to the Insurance Trustee.

(2) Duties of Insurance Trustee: The Insurance Trustee (other than the Board of Directors) shall not be liable for

payment of premiums, for the renewal or the sufficiency of the policies, or for the failure to collect any insurance proceeds. The Insurance Trustee shall not be required to file any return, make any report or accounting to any Court, nor shall it be required to file any bond. The Insurance Trustee shall not have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or other person. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and delivered to it and to hold such proceeds in trust for the benefit of the Unit Owners, and their mortgagees, in their respective shares, but which shares need not be set forth in the records of the Insurance Trustee. An undivided fractional share of such proceeds on account of damage or destruction to the common area shall be reserved for the owners in accordance with their respective fractional share of undivided interest in and to the common elements. Proceeds on account of damage or destruction to units shall be reserved for the owners of the damaged or destroyed units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Unit Owner. In the event that a mortgagee endorsement has been issued as to any particular unit, the share of such Unit Owner shall be held in trust for such Owner and his mortgagee as their interests may appear. The Insurance Trustee shall be authorized to seek the instructions of any court by appropriate petition for construction, instructions, declaratory judgment, or

such other appropriate proceeding as it may deem proper in its sole discretion, and the expenses of same shall be borne by the Association as a common expense and may be chargeable by the Insurance Trustee against the proceeds of insurance. Nothing in this paragraph shall be deemed to relieve the Board of Directors of its obligations, duties and responsibilities in such capacity as the Board of Directors under this Declaration.

(3) Disbursement of Proceeds: Proceeds of Insurance policies received by the Insurance Trustee shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the Insurance Trustee shall first be paid and the remaining proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be paid to the Association for the benefit of all Unit Owners.

(b) If it is determined that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as herein provided.

(c) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by

the Insurance Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association, signed by the President or Vice President and attested by the Secretary, setting forth whether or not the damage or destruction was to the common elements, one or more units, or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the Insurance Trustee as by law provided in accordance with the terms of this section.

(d) If the damage or destruction is to the common elements and is to be repaired or reconstructed, said Insurance Trustee may require the approval of any or all mortgagees known to said Insurance Trustee as it may in its sole discretion require and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other persons named therein as having been employed by the Association to supervise such repairs or reconstruction.

(e) If the damage or destruction is to one or more units and is to be repaired or reconstructed, said Insurance Trustee may require the approval of any or all of the mortgagees of such unit or units as the Insurance Trustee in its sole

discretion may require, and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein, or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other persons named therein as having been employed by the Association to supervise such repairs or reconstruction.

(f) The Insurance Trustee (other than the Board of Directors) shall not incur any liability to any Unit Owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations. The Insurance Trustee shall not incur any liabilities to any Unit Owner or mortgagee by reason of disbursements at the order of any court of competent jurisdiction.

(C) Damage and Destruction:

(1) Loss Estimates: Immediately after the damage or destruction by fire or other casualty to all or any part of the Submitted Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substan-

tially the same condition in which it existed prior to the fire or other casualty with each Unit and the common area having the same vertical and horizontal boundaries as before.

(2) Determination to Repair or Reconstruct: Any such damage or destruction shall be repaired or reconstructed unless at least 4/5ths of the total votes of Unit Owners of the Association shall decide not to repair or reconstruct within sixty (60) days after the casualty. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction, or if reliable and detailed estimates of the cost of repair or reconstruction, are not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association and such proceeds are paid; provided, however, that said period of time shall in no event exceed one hundred twenty (120) days after the casualty. In the determination of the question of whether or not to repair or reconstruct, the Unit mortgagees shall not have the right to participate therein except in the following cases: (a) a unit owner being in default under the terms of the mortgage, (b) damage or destruction of the unit mortgaged, (c) damage or destruction to the common elements, or (d) damage or destruction to more than fifty (50%) percent of the square footage of all units. In such event the mortgagee shall have an irrevocable proxy (so long as said mortgage shall continue as to the mortgagee) to jointly

exercise the vote of the Unit Owner in the determination of whether the damage or destruction shall be repaired or reconstructed. Unless written notice specifying the right to exercise the proxy as set forth above has been given to the Secretary of the Association, the owners are deemed and conclusively presumed to be authorized to vote on such matters.

Should the Unit Owners or the Association determine in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event, (i) the Submitted Property shall be deemed to be owned in common by all of the Unit Owners; (ii) the undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the fractional share of undivided interest previously owned by such owner in the common elements; (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the fractional share of undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund, which, after payment of all expenses of the Insurance Trustee, shall be divided among all of the Unit Owners in a fractional share equal to the fractional share of undivided interest owned by each owner in the Submitted Property,

after first paying out of the respective share of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner. Prior to any disbursements to Unit Owners, the holder of the mortgage on any unit shall receive payment in full of the debt secured by such mortgage to the extent that such debt does not exceed an amount equal to (i) the insurance proceeds paid with respect to the unit covered by such mortgage; plus (ii) any sums which might otherwise be due the owner of such unit from the proceeds of the sale of the entire property. Disbursements to Unit Owners shall be made as provided for herein.

D. Repair and Reconstruction: In the event of damage to or destruction of any Unit or Units, and the same are to be repaired or reconstructed, the Association shall cause the same to be restored, and any funds required for such restoration in excess of the insurance proceeds attributable thereto shall be paid by the Association, and, to that end, the Board of Directors shall levy a special assessment against all Unit Owners in sufficient amounts to pay such excess. If the damage or destruction for which all or a portion of the insurance proceeds are paid, is to the common elements, and the insurance proceeds are insufficient to defray the cost of repairs and reconstruction thereto, the Board of Directors shall levy a special assessment against all Unit Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Such assessments on

account of damage to Units or the common elements shall be in proportion to each Unit Owner's share in the common elements. Any and all sums paid to the Association under and by virtue of these special assessments, provided for above, to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and assessments, if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for herein.

E. Minor Repairs: Notwithstanding the foregoing provisions, in the event of damage by fire or other casualty to either the common elements or a single unit covered by insurance written in the name of the Association, and if the insurance proceeds initially offered or paid therefor are less than Five Thousand Dollars (\$5,000.00) and the estimated cost of repairing such damage is less than twice the amount of such proceeds, then the instrument by means of which such proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association, and the damage shall be repaired in accordance with the following provisions:

(1) Common Elements: If the damage is confined to the common elements, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in the

reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common elements. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board of Directors against all owners in proportion to each owner's share in the common elements, or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common elements, as the Board of Directors, in the exercise of its sole discretion, may determine.

(2) Single Units. If the damage is confined to a single unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be paid by the Association or provided by means of a special assessment levied by the Board of Directors against all owners. Payments for repairs provided for in this subsection shall be made only after all such repairs have been completed and approved by the Association, the owner and his mortgagee, if any, which approval shall not be unreasonably withheld.

F. No Partition: There shall be no judicial partition of the property or any part thereof, nor shall the Owners or any

person acquiring any interest in the property or any part thereof seek any such judicial partition until, (i) the happening of the conditions set forth in this Declaration in the case of damage or destruction or, (ii) the property has been removed from the provisions of the Act.

ARTICLE XI

COMMON EXPENSES

A. Budgets: At the first meeting of the Board of Directors, and thereafter within thirty (30) days prior to the date of each annual meeting of the Association, the Board shall prepare two (2) budgets, one (1) for providing all necessary insurance reserves and coverage, and one (1) for the maintenance and operation of the condominium for the next succeeding fiscal year (or remaining portion of the first fiscal year), and shall estimate the amount of insurance premiums and common expenses to be paid for such year. The amount of insurance premiums and reserves so determined shall be allocated and assessed by the Board among the Unit Owners in proportion to their respective fractional shares of ownership of the common elements as specified in Exhibit "E", however all such insurance assessments shall be maintained in a separate account from other common expenses. The amount of common expenses so determined shall be allocated and assessed by the Board among the Unit Owners in proportion to their respective fractional shares of ownership of the common elements as specified in Exhibit "E".

B. Common Expenses: The common expenses shall include, but not be limited to, the following:

(1) Necessary fees and expenses of managing and administering the Association.

(2) Necessary expenses of maintaining, landscaping, preserving, operating, repairing or replacing the common elements, including the swimming pool (if any).

(3) Expenses of utility services for the common elements and the swimming pool (if any), including water, gas, electricity and sewer.

(4) Expenses of providing garbage pick up and removal.

(5) Expenses of erecting and maintaining lighting and signs.

(6) The cost of necessary exterior maintenance to paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, including pesticide treatment thereof, but not to include maintenance of glass surfaces, doors, air conditioning systems and lighting fixtures solely serving an individual unit, which is the sole responsibility of that unit owner.

(7) All rental and other payments required to be made for any personal property which is hereafter leased or rented for the use and benefit of the Association.

(8) Amounts determined by the Board to be reasonably required for accounting and legal services.

(9) Amounts determined by the Board to be reasonably required as working capital of the Association, for a general operation reserve, for a reserve fund for replacements, and for deficiencies arising from unpaid assessments.

(10) Special assessments for capital improvements as provided for below.

C. Insurance Premium: The insurance premium expense shall include all insurance premiums on all policies of insurance obtained by the Board pursuant to the act and this Declaration as well as any reasonable insurance reserve as deemed necessary.

D. Assessments. The Board of Directors shall promptly advise each Unit Owner in writing of the estimated amount of insurance premium and common expenses payable by him as so determined by the Board, and shall furnish each Unit Owner with a copy of each of the budgets on which such estimates are based, and upon written request of the Unit Owner or his mortgagee, shall furnish a copy of such budgets to the mortgagee of such unit. The amounts so assessed by the Board against each unit for each fiscal year shall be liens against the Unit as of the first day of such fiscal year. If said estimated amounts prove inadequate for any such year, including non-payment of any Unit Owner's assessments, the Board may, at any time, levy a special assessment which shall be assessed against the Unit Owners in proportion to their respective

fractional share of ownership of the common elements. Any such special assessments shall be a lien against each unit as of the date specified in the notice of such special assessment. Each Unit Owner shall pay to the Association Treasurer such insurance premiums and expenses in equal monthly installments on or before the first day of each month or at such other time and in such other manner as the Board shall designate from time to time.

E. Special Assessments for Capital Improvements: In addition to the assessments provided for above, the Association may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any new improvements or reconstruction or replacement of any existing improvements within the common elements, including the costs of any fixtures or personal property relating thereto; provided that such assessment shall have been approved by the vote of two-thirds of the total votes of Unit Owners voting at a meeting duly called for such purpose, written notice of which shall have been given in the manner specified in the by-laws of the Association. For purposes of said special assessments for capital improvements, a mortgagee shall have an irrevocable proxy (so long as said mortgagee shall continue as the mortgagee) to jointly exercise the vote of the Unit Owner. Unless written notice by the mortgagee specifying the right to exercise the proxy has been given to the Secretary of the Association, each Unit Owner is deemed and conclusively presumed to be authorized to vote on such matters.

F. Collection: The Board shall take prompt action to collect all insurance premiums and common expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by non-payment within said thirty (30) day period, the Board shall then give written notice of such default to the defaulting Unit Owner and thereafter the lien for such assessments shall also include (i) a late or delinquency charge of the greater of ten dollars (\$10.00) or ten percent (10%) of the amount of each assessment or installment thereof then in default, (ii) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date of said written default notice, at a rate of eight percent (8%) per annum or greater if allowed by the Act and approved by the Board, (iii) the cost of collection, including court costs, the expense of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorneys' fees actually incurred, and (iv) in the event of foreclosure, the fair rental value of the condominium unit from the date of the institution of suit until the sale of the condominium at foreclosure (or until the judgment rendered in such suit is otherwise satisfied). The Board shall have the right and duty to attempt to recover such insurance premiums and common expenses, together with interest thereon, and said expenses of the proceedings, including attorney's

fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien granted by the Act on the Unit of such owner.

ARTICLE XII

MAINTENANCE, REPAIR, ALTERATION OR IMPROVEMENT OF

SUBMITTED PROPERTY

A. Units: Each Unit Owner shall at his own expense keep the interior of his unit and appliances, equipment, and fixtures therein in good order, condition and repair, and in a clean and sanitary condition, and shall be responsible for all redecorating and painting necessary to preserve or maintain the good condition and appearance of his Unit. Each Unit Owner shall be responsible for maintenance, repair and replacement of glass and all heating and air conditioning equipment, contained within or without, but appurtenant to, the Unit. Each Unit Owner shall also be responsible for all damages to any part of his unit and to any other unit or any part of the common elements which may result from the negligence, misuse, or misconduct of such Unit Owner, his employees, agents, invitees, tenants or guests.

B. Exterior: A Unit Owner shall not change, modify or alter, in any way or manner whatsoever, the design or appearance of any surface or facade on the exterior of such Owner's Unit, nor paint or decorate any such exterior surface or facade, nor install, erect or attach to any part of any such exterior surface any sign,

fixture, or thing whatsoever, nor make any alterations or additions to any part of the limited common or common elements of the condominium property, unless such owner shall have first obtained the written consent of the Board.

C. Common Elements: All maintenance, repairs, replacements, alterations, and improvements to the common elements whether located inside or outside of a unit (unless necessitated by the negligence, misuse or misconduct of any owner) shall be charged to all Unit Owners as a common expense as provided herein, except as to limited common elements, which shall be charged to the Unit Owner or Owners so served by such limited common element or elements.

ARTICLE XIII

ASSOCIATION OF UNIT OWNERS

A. General Provisions: The operation of the Submitted Property (Condominium) shall be by an association as hereinabove defined, which shall be organized and operated as a non-profit membership corporation pursuant to the Georgia Condominium Act, Georgia Corporation Act, this Declaration, the Articles of Incorporation of the Association and the By-Laws thereof. Each Unit Owner shall be a member of the Association. The fractional vote to which each member shall be entitled shall be the same as his fractional share of ownership in the common elements as stated in Exhibit "E." All funds and property acquired by the Association shall be held by the Board in trust for the members in accor-

dance with the provisions of this Declaration and the Act.

B. Control of the Association: The Developer is hereby authorized to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association until the occurrence of the earliest of the following:

(1) The expiration of seven (7) years after the recording of this Declaration; or,

(2) The date as of which four-fifths (4/5) of the units shall have been conveyed by the Developer to Unit Owners (other than the Developer), unless at such time the Developer's option to add Additional Property has not expired; or,

(3) The date as of which fifty-six (56) units shall have been conveyed by the Developer to other Unit Owners; or,

(4) The date as of which the Developer surrenders the authority to appoint and remove members of the Board of Directors and officers, which surrender of authority shall be by written document filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia and recorded in the Grantor and Grantee Land Records under the name of COLONY PARK OF SAVANNAH UNIT OWNERS' ASSOCIATION, INC., with a copy furnished to the Association.

ARTICLE XIV

CONVERTIBLE SPACE; RELOCATION OF UNIT BOUNDARIES; AND SUBDIVISION OF UNITS

A. Convertible Space: The Developer, at its sole

discretion, may designate certain space within the condominium which it may later convert into one or more units or common elements, including, without limitation, limited common elements. If the Developer shall elect to do so, such convertible space shall be designated on the plats and plans and indicated as such by an amendment to this Declaration; however, as to ownership of common elements, assessments for common expenses, and votes in the Association, such shall be determined and established in the same manner as for a unit.

To effectuate a conversion of any convertible space, the Developer, with the consent of any mortgagee thereof, shall execute and record an amendment to the Declaration. The amendment shall assign an identifying number to each unit formed out of a convertible space and shall allocate among the unit or units and the remaining convertible space, if any, the undivided interest in the common elements, the number of votes in the Association, and the share of the liability for future common expenses pertaining to the convertible space immediately prior to the conversion. All sums assessed against a convertible space prior to its conversion may be re-allocated by the amendment to the units and the remaining convertible space, if any. Said amendment shall describe or delineate the limited common elements, if any, formed out of the convertible space and shall indicate the unit or units to which each is assigned or provide a method for such assignment.

In making the re-allocations as provided above the

total amount of fractional interest shall be fully divided to the extent that there remains no portion of such that has not been so allocated.

B. Relocation of Unit Boundaries: If the Unit Owners of adjoining units whose respective boundaries may be relocated desire to relocate those boundaries, the Association shall, upon written application of the Unit Owners and the written consent of the mortgagees of the units involved, immediately prepare, execute and file for record all necessary documentation to accomplish the same. The Unit Owners of the units involved shall specify in their written application that there shall be no reallocation or shall specify reallocations between the units involved of the aggregate undivided interest in the common elements, votes in the Association, and liabilities for common expenses, or any one or more thereof, pertaining to those units. The amendment to the Declaration shall reflect such reallocations or the absence thereof if deemed reasonable by the Board of Directors. If the reallocation specified by the Unit Owners of the units involved or the absence thereof is deemed unreasonable by the Board of Directors, it shall notify such Unit Owners and permit them to amend their written application so as to specify reallocations acceptable to the Board of Directors.

The amendment to the Declaration and necessary plats and plans required to show the altered boundaries between the

units involved shall be prepared at the cost of the Unit Owners seeking such relocation of boundaries. Said instruments or documents, including plats or plans when executed by the Association shall take affect upon filing of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

In addition to the above requirements the relocation of boundaries between adjoining units must meet all provisions of the Act and in particular the provisions of § 44-3-91 of the Official Code of Georgia Annotated, as the same may hereafter be amended.

In addition to the above provisions of Section B of this Article, if a Unit Owner acquires an adjoining unit, such Unit Owner shall have the right to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that the partition may in whole or in part be a common element, provided no portion of any bearing wall or bearing column is materially weakened or removed, and no portion of any common elements other than that partition, and other than any chutes, flues, ducts or conduits, wires, or other apparatus contained in the partition which must be relocated by the Unit Owner if they serve any other part of the condominium, is damaged, destroyed, or endangered. If a Unit Owner combines two (2) units as herein provided he shall not be required to amend the Declaration nor file amended plats or plans, however, said units as so combined shall in all respects, except for such permitted alter-

ations, be treated as the original units prior to such alterations.

C. Subdivision of Units: The units may be subdivided in accordance with the provisions of the Act and in particular § 44-3-92 of the Official Code of Georgia Annotated. If the Unit Owner desires to subdivide his unit or units, the Association, upon written application of said Unit Owner, as subdivider, and with the written consent of the mortgagees of the unit involved, shall immediately prepare and execute appropriate instruments providing for said subdivision.

An amendment to the Declaration shall assign identifying numbers to the units created by the subdivision of a unit and shall allocate among those units, on a reasonable basis, acceptable to the subdivider and the Board of Directors, all of the undivided interest in the common elements, votes in the Association, and liabilities for common expenses pertaining to the subdivided unit immediately prior to the subdivision. With regard to any limited common elements assigned to the subdivided unit, the units created by the subdivision shall jointly share all rights and shall be liable equally for all obligations so that the total of the assessments therefore equals the total of the common expenses attributable to such limited common elements, except to the extent that the subdivider may have specified in his written application that all or any portion or portions of any limited common element assigned to the subdivided unit should be assigned exclusively to one or more, but less than all, of the

units created by the subdivision, in which case the amendment to the Declaration shall reflect the desires of the subdivider as expressed in the written application.

All reasonable costs for the preparation of the amendment to the Declaration and all plats or plans as required shall be at the expense of the subdivider. The subdivision of the unit shall become effective upon the filing of the amended Declaration, with plats or plans as required, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

ARTICLE XV

NOTICE OF LIEN OR SUIT

A Unit Owner shall give notice to the Board of every lien against his unit (other than for permitted mortgages, taxes and assessments by the Association) within ten (10) days after said Unit Owner receives notice of the attaching of the lien, shall give notice to the Board of every suit or other proceeding which may affect the title to his unit, such notice to be given within ten (10) days after such owner receives knowledge of such suit or other proceeding, and shall give notice to the Board immediately upon receipt by such owner, from a mortgagee holding a mortgage on such unit, of any notice, demand or other communications demanding payment of the debt secured by such mortgage, accelerating or proposing to accelerate the maturity of such debt, or in any manner informing such owner of an actual, pending or alleged default by the owner under such mortgage.

ARTICLE XVI

NOTICES

Any notice required by the Act or by any of the condominium documents shall be a written notice delivered to the recipient or mailed to him by United States certified or registered mail, return receipt requested, postage prepaid, at his last known address if the recipient is a Unit Owner, or addressed to the Association, in care of its President, if the recipient is the Association or the Board. All notices by mail shall be deemed to have been given as of the date of the postmark thereon. The address of Unit Owners shown on the records maintained by the Secretary of the Association shall be the address of such owner for mailing of all notices required from the Board of the Association, and it shall be the responsibility of each owner to furnish the Secretary written notice of any error in such records or change of address. The Association shall furnish the names and addresses of all Association members, officers and members of the Board.

ARTICLE XVII

AGENT TO RECEIVE SERVICE OF PROCESS

All legal notices, stipulations, writings, or process to be served upon the Association, or upon the Board, shall be delivered to the authorized agent of the Association and Board. Said agent shall be the then incumbent President of the Associa-

tion, whose name and residence address shall be a matter of public record. From time to time, as new persons serve in the office of President, the Secretary shall certify such by the use of a recordable certificate which shall then be filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, said certification to be filed of record in the grantor indices indexed under the name of the Association. Certification and recording for the purposes of this paragraph shall not require any formal Association action, it being intended to meet at all times the statutory requirement to disclose the name and address of such person to receive service or process. Until the election of the first President, ALBERT N. REMLER or DeVAUL L. HENDERSON, JR., 7370 Hodgson Memorial Drive, Grand Oak Executive Center, Unit A-9, Savannah, Georgia, 31401 shall be considered the authorized agent.

ARTICLE XVIII

RENEWAL OF COVENANTS AND RESTRICTIONS

The provisions of this Declaration and the other condominium documents shall constitute covenants running with the land, binding on the undersigned, its successors and assigns, and on all subsequent owners of any part of the submitted property, together with their grantees, successors, heirs, executors, administrators, devisees, lessees, and assigns. By the acceptance of any deed or other document conveying or transferring any interest in a Unit,

the recipient thereof accepts and ratifies all covenants and restrictions contained herein and in the other condominium documents, including all by-laws and rules and regulations of the Association, now or hereafter in effect. Each Unit Owner, by the acceptance of said deed or other document, covenants and agrees, each with the other, that he will join in the execution of any and all documents which are deemed necessary by the Board to renew or extend said covenants and restrictions from time to time so long as the condominium exists.

ARTICLE XIX

WAIVER

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, the condominium documents, or the by-laws and rules and regulations of the Association, as now or hereafter in effect, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX

AMENDMENTS BY OWNERS

This declaration may be amended in the following manner:

A. Proposed Amendments: Any member of the Association may propose an amendment to this declaration. Such proposed amendment must be submitted in writing to the Secretary at least

thirty (30) days prior to the date of the special or regular Association meeting at which the proposal is to be considered.

B. Notice: A statement of the subject matter of the proposed amendment or amendments shall be included in the notice of any Association meeting at which the proposed amendment is to be considered.

C. Resolution: A resolution for the adoption of a proposed amendment may be proposed by any member of the Association. The resolution for adoption must be approved by the owners entitled to cast not less than 3/4ths of the total authorized votes of the Association.

D. Absentee Vote: Members not present at any meeting may vote by proxy as provided in the by-laws.

E. Proviso: No amendment shall change the boundaries of a unit nor the share in the common elements appurtenant to it (excepting such changes as a consequence of conversion of convertible space, relocation of unit boundaries, subdivision of a unit or by the submission of additional property phases), unless the record owners of all Units shall approve the amendment in writing. And, provided further, that so long as the Developer owns three (3) or more Units or there exists the possibility of the submission of the additional property phases to this Declaration, no amendment may be made without the written approval of the Developer.

F. Execution and Recording: A copy of each amendment

shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary in recordable form. The amendment shall be effective when such certificate and a copy of the amendment are filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

G. Amendment by Developer: This Article XX shall not apply to nor restrict the expansion of the Condominium by the Developer.

ARTICLE XXI

CONSTRUCTION

The provisions of this Declaration and all other condominium documents shall be construed in light of the provisions of the Act and, as being consistent with said Act, to the extent possible. If any provision, sentence, clause, phrase or word of this Declaration or any other condominium document is held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision herein or in said other documents. Whenever the context so permits, the use of the plural shall include the singular; the singular, the plural; and the use of any gender shall be deemed to include all genders. The captions used herein and in the other condominium documents are solely to aid in the location of the various provisions, and in no way shall such captions be

construed to limit or define the subject matter of such provisions.

ARTICLE XXII

MISCELLANEOUS

A. Incorporation of the Act: Except as modified by the provisions of this Declaration and the Exhibits hereto, the Georgia Condominium Act (including the amendments thereto) is by reference incorporated herein, and made a part hereof.

B. Multiple Owners: If any unit shall be owned as tenants in common by two or more persons, firms or corporations (or any combination thereof), all such tenants in common shall be jointly and severally liable for the common expenses assessed against such unit and for the prompt discharge of each and every obligation or duty imposed on such Unit Owner by the condominium documents. It shall be the obligation of such Multiple Owners of a unit to designate to the Board the person selected to exercise the voting rights pertaining to the ownership of such unit. If the Multiple Owners should fail to designate such person it shall be deemed that the first of the Multiple Owners to contact the Association or Board shall constitute such designated person.

C. Enforcement: Each Unit Owner, tenant or occupant of a unit shall be bound to comply with the statutory provisions and condominium documents as the same may be in effect from time to time, and with the decisions, resolutions, rules and regulations of the Association as the same may be in effect from time to

time, and failure to do so shall be grounds for an action to recover damages or to obtain injunctive and other equitable relief, or both.

ARTICLE XXIII

DOCUMENTS INCORPORATED BY REFERENCE

The following exhibits, plats and plans as attached hereto and as filed and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia are hereby incorporated herein and by this reference made a part hereof:

(1) Exhibit "A" as attached to this Declaration entitled "Property of Owner (Wilmock, Inc., as the Declarant and Developer)".

(2) Exhibit "B" as attached to this Declaration entitled "Property Hereby Submitted to this Declaration" (which Exhibit has described therein the Phase 1 - Lot 2 Property submitted herewith).

(3) Exhibit "C" as attached to this Declaration entitled "Additional Property May Later be Submitted to Provisions of this Declaration" (describing therein the remainder of the Property) which may later be submitted to this Declaration).

(4) Exhibit "D" as attached to this Declaration entitled "Description and Designation of Plats and Plans."

(5) Exhibit "E" as attached to this Declaration entitled "Unit Information", which Exhibit specifies the boundaries

of units, fractional interest in the common elements, votes in the Association, etc.

(6) Exhibit "F" as attached to this Declaration entitled "Certificate of Registered Land Surveyor" and "Certificate of Engineer".

(7) Exhibit "G" as attached to this Declaration consisting of the By-laws of the Association.

(8) Plans entitled "Colony Park Condominiums" for Wilmock, Inc., 7505 Waters Avenue, Savannah, Chatham County, Georgia, prepared for Wilmock, Inc. by Nowell & Associates, Architects, A.I.A., bearing the seal of Vernon H. Nowell, Georgia Registered Architect Number 1016, said plans dated November 1984, consisting of fifteen (15) sheets and being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia under Condominium Plans - Colony Park Residences (A Condominium) - in Condominium Plat Book, Folio 75.

ARTICLE XXIV

AUTHORS

This Declaration was prepared by Albert N. Remler and DeVaul L. Henderson, Jr. of the Law Firm of Remler & Henderson, 7370 Hodgson Memorial Drive, Grand Oak Executive Center, Suite A-9, Savannah, Chatham County, Georgia 31406.

IN WITNESS WHEREOF the undersigned has caused these premises to be executed in its corporate name with its corporate seal affixed all by its duly authorized officers on the date and year first above written.

WILMOCK, INC.

Executed in the presence
of:

By: /s/
WILLIAM M. MOCK, JR.
President

/s/ J. E. Purcell
Witness

Attest: /s/
DeVAUL L. HENDERSON, JR.
Assistant Secretary

/s/ Michele Henderson
Notary Public,
Chatham County, Georgia

My commission expires November 26, 1988.

EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

PROPERTY OF OWNER

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

PROPERTY DESCRIPTION

OF LOT TWO (2), INCLUDING PHASES ONE (1), TWO (2), THREE (3) AND FOUR (4)

ALL that certain lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 6.15 acres and being designated as LOT TWO (2), according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January 1985, entitled "Wilmock Subdivision, being a subdivision of portions of LOTS THIRTY-ONE (31), THIRTY-TWO (32) and THIRTY-THREE (33) of the East Chippewa Tract, 6th G. M. District, Savannah, Chatham County, Georgia" as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57, being also shown on a certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium), being Lots One (1) and Two (2), of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia" as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said LOT TWO (2) property [consisting of Phases One (1), Two (2), Three (3), and Four (4)] being more particularly described as follows:

Commencing on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1 Highland Park Subdivision; running thence North 74°07'20" West for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 of Lot 1 - Park South Office Center (a condominium); running thence South 17°04'00" West along the Western edge of the right-of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a point located on the Northern boundary line of Lot "A", Christopher Subdivision; running thence North 74°10'35" West for a distance of 311.16 feet to a concrete monument; running thence North 74°00'20" West for a distance of 8.84 feet to a point, said point being the POINT OF BEGINNING; running thence North 74°00'20" West for a distance of 91.16 feet to a concrete monument; running thence North 73°58'20" West for a distance of 451.23 feet to a concrete monument; running thence North 17°08'25" East for a distance of 499.17 feet to a point; running thence South 74°04'15" East for a distance of 451.53 feet to a concrete monument; running thence South 74°07'20" East for a distance of 79.39 feet to a point; running thence South 15°49'25" West for a distance of 500 feet to the point of beginning; said Lot 2 consisting of 6.15 acres being generally bounded on the North

by Lots of Highland Park Subdivision; on the East by Lot 1 of Wilmock Subdivision (Park South Office Center, a condominium); on the South by Lots of Christopher Subdivision; and on the West by Lots of Highland Park Subdivision; for a more particular description of said Lot of 6.15 acres reference is hereby made to the aforesaid recorded subdivision map and survey plat, which by reference are incorporated herein and made a part hereof.

NOTE 1: The above described Lot 2, consisting of 6.15 acres, includes four (4) phases thereof namely, Phases 1, 2, 3, and 4, consisting of 2.03 acres, 1.13 acres, 1.55 acres, and 1.44 acres respectively.

EXHIBIT "B"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

PROPERTY OF OWNER

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

PROPERTY HEREBY SUBMITTED TO THIS DECLARATION

PHASE ONE (1) - LOT TWO (2) PROPERTY (2.03 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G.M. District of Chatham County, Georgia, consisting of 2.03 acres and being designated as PHASE ONE (1) OF LOT TWO (2) - COLONY PARK RESIDENCES (A CONDOMINIUM) according to a certain plat of survey prepared for Wilmock, Inc. by Hussey, Gay and Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County in Condominium Plat Book, Folio 75. Said tract of 2.03 acres being the Southeastern portion of Lot Two (2) of Wilmock Subdivision as shown on a certain subdivision map, dated January, 1985, prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase One (1) of Lot Two (2) property being more particularly described as follows:

Commencing on the western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1, Highland Park Subdivision; running thence N 74°07'20" W for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 OF LOT 1 - PARK SOUTH OFFICE CENTER (A CONDOMINIUM); running thence S 17°04' 00" W along the western edge of the right-of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a concrete monument located on the northern boundary line of LOT "A", Christopher Subdivision; running thence N 74° 10'35" W for a distance of 311.16 feet to a concrete monument; running thence N 74° 00'20" W for a distance of 8.84 feet to a point, said point being the POINT OF BEGINNING; running thence N 74° 00'20" W for a distance of 91.16 feet to a concrete monument; running thence N 73°58'20" W for a distance of 289.23 feet to a point; running thence N 16°01'40" E for a distance of 90.0 feet to a point; running thence N 46°01'40" E for a distance of 66.0 feet to a point; running thence N 61°01'40" E for a distance of 100.0 to a point; running thence N 28°58'20" W for a distance of 48.0 feet to a point; running then N 61°

01'40" E for a distance of 79.55 feet to a point; running S 74°04'15" E for a distance of 12.0 feet to a point; running thence S 29°04'15" E for a distance of 97.24 feet to a point; running thence S 74°10' 35" E for a distance of 172.63 feet to a point; running thence S 15°49'25" W for a distance of 240.0 to the point of beginning; said Phase 1 property being more particularly shown on the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1: The above described 2.03 acre tract designated as Phase 1 - Lot 2 property is the property hereby submitted to the Act.

NOTE 2: The above described property has constructed thereon three (3) buildings or structures designated as buildings "1", "2", and "10", each building containing 8 units.

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

ADDITIONAL PROPERTY MAY LATER BE SUBMITTED TO
THE PROVISIONS OF THIS DECLARATION

REMAINDER OF LOT TWO (2) PROPERTY,
NAMELY PHASES TWO (2), THREE (3), and FOUR (4)

PHASE TWO (2) - LOT TWO (2) PROPERTY (1.13 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G.M. District of Chatham County, Georgia, consisting of 1.13 acres and being designated as PHASE 2 OF LOT 2 - COLONY PARK RESIDENCES (A CONDOMINIUM) according to a certain plat of survey prepared for Wilmock, Inc. by Hussey, Gay and Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Two (2) property, consisting of 1.13 acres, being generally the Southwestern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay and Bell, Consulting Engineers for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of the Superior Court of Chatham, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Two (2), Lot Two (2) property being more particularly described as follows:

Commencing on the western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1, Highland Park Subdivision; running thence N 74°07'20" W for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 OF LOT 1 - PARK SOUTH OFFICE CENTER (A CONDOMINIUM); running thence S 17°04' 00" W along the western edge of the right -of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a concrete monument located on the northern boundary line of LOT "A", Christopher Subdivision; running thence N 74°10'35" W for a distance of 311.16 feet to a concrete monument; running thence N 74°00'20" W for a distance of 8.84 feet to a point; running thence N 74°00'20" W for a distance of 91.16 feet to a concrete monument; running thence N 73°58'20" W for a distance of 289.23 feet to a point; said point being the POINT OF BEGINNING; running thence N 16°01'40"

E for a distance of 90.0 feet to a point; running thence N 46°01' 40" E for a distance of 66.0 feet to a point; running thence N 61°01'40" E for a distance of 100.0 to a point; running thence N 28°58'20" W for a distance of 48.0 feet to a point; running thence N 72°51'35" W for a distance of 226.84 feet to a point; running S 17°08'25" W for a distance of 256.26 feet to a concrete monument; running thence S 73°58' 20" E for a distance of 162.0 feet to the POINT OF BEGINNING; said Phase Two (2) property, consisting of 1.13 acres, being more particularly shown on that certain survey plat and subdivision map, recorded as aforesaid, which by this reference are incorporated herein and made a part hereof.

NOTE 1: If the above described property is submitted to the Declaration of Condominium it is contemplated that the same shall contain Buildings 3 and 4, each containing 8 residential units.

PHASE THREE (3) - LOT TWO (2) Property (1.55 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 1.55 acres and being designated as PHASE THREE (3) of LOT TWO (2) - COLONY PARK RESIDENCES (A Condominium) according to a certain plat of survey prepared for Wilmock, Inc., by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Three (3), Lot Two (2) property consisting of 1.55 acres, being generally the Northwestern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Three (3) - Lot Two (2) property being more particularly described as follows:

COMMENCING on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast point of Lot One (1), Highland Park Subdivision; running thence North 74°07'20" West for a distance of ten (10) feet to a point, being a concrete monument located at the Northeast corner of PHASE ONE (1) OF LOT ONE (1) - PARK SOUTH OFFICE CENTER (A Condominium); running thence North 74° 07'20" East for a distance of 410.23 feet to a concrete monument; running thence North 74°04'15" West for a distance of 173.53 feet to a point, being the POINT OF BEGINNING; running thence South 15° 55'45" West for a distance of 191.49 feet to a point; running thence South 61°01'40" West for a distance of 79.55 feet to a point;

running thence North 72°51'55" West for a distance of 226.84 feet to a point; running thence North 17°08'25" East for a distance of 242.91 feet to a point; running thence South 74°04'15" East for a distance of 278 feet to the point of beginning; said Phase Three (3) - Lot Two (2) property consisting of 1.55 acres being more particularly shown on the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1: If the above-described property is submitted to the Declaration of Condominium, it is contemplated that the same shall contain Buildings 5 and 6, each containing 8 residential units.

PHASE FOUR (4) - LOT TWO (2) PROPERTY (1.44 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 1.44 acres and being designated as PHASE FOUR (4) OF LOT TWO (2) - COLONY PARK RESIDENCES (A Condominium) according to a certain plat of survey prepared for Wilmock, Inc., by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Four (4), Lot Two (2) property, consisting of 1.44 acres, being generally the Northeastern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Four (4) - Lot Two (2) property being more particularly described as follows:

COMMENCING on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot One (1), Highland Park Subdivision; running thence North 74°07'20" West for a distance of ten (10) feet to a point, being a concrete monument located at the Northeast corner of PHASE ONE (1), LOT ONE (1), PARK SOUTH OFFICE CENTER (A Condominium); running thence North 74°07'20" West for a distance of 330.84 feet to a point, being the POINT OF BEGINNING; running thence South 15°49'25" West for a distance of 260 feet to a point; running thence North 74°10'35" West for a distance of 172.63 feet to a point; running thence North 29°04'15" West for a distance of 97.24 feet to a point; running thence North 74°04'15" West for a distance of 12 feet to a point; running thence North 15°55'45" East for a distance of

191.49 feet to a point; running thence South 74°04'15" East for a distance of 173.53 feet to a concrete monument; running thence 74°07'20" East for a distance of 79.39 feet to the POINT OF BEGINNING; for a more particular description of said property and its exact metes and bounds, reference is hereby made to the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1 : If the above-described property is submitted to the Declaration of Condominium, it is contemplated that the same shall contain Buildings 7, 8, and 9, each containing 8 residential units.

EXHIBIT "D"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

DESCRIPTION AND DESIGNATION OF PLATS AND PLANS

PLAT

That certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, (Roy Hussey, Georgia Registered Land Surveyor No. 1212), Savannah, Georgia, prepared for Wilmock, Inc., entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," dated June, 1985, as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, which plat by this reference is incorporated herein and made a part hereof. Said survey plat shows the following:

1. The perimeter boundary lines of the overall property as owned by the Developer and contemplated to be made subject to this Declaration, all as more particularly described in Exhibit "A" attached to this Declaration and by reference incorporated herein and made a part hereof. Said overall property consists of 6.15 acres, including 2.03 acres presently submitted by the Developer and 1.13, 1.55 and 1.44 acres constituting the additional properties which may later be submitted in one or more parcels.

2. The Lot One (1) property consisting of 3.37 acres with Phases 1 and 2 thereof, which property is not subject to this Declaration nor does any portion thereof constitute additional property that may later be so submitted. Said Lot 1 property is owned by the Developer and is being developed as a separate nonresidential condominium.

3. The Phase 1, Lot 2 (2.03 acres) property constituting the submitted property at the time of the filing of this Declaration. The exact metes and bounds of said parcel of land, as

hereby submitted, are shown fully thereon and constitute the submitted property described in Exhibit "B" attached to this Declaration and by reference incorporated herein and made a part hereof. The actual location of Buildings "1," "2," and "10," each containing eight (8) units, namely, Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76, are shown on said plat as within Phase One (1), Lot Two (2) property (submitted property). The odd numbered units are the lower units and the even numbered units are the upper units. The building number is designated first, with the unit number second, following the dash.

4. Phase Two (2), Lot Two (2) (1.13 acres) property as shown on said plat constitutes additional property of which some or all portions thereof may later be submitted to this Declaration. The description of said additional property is also more fully described in Exhibit "C" attached to this Declaration by reference incorporated herein and made a part hereof.

Within Phase Two (2), Lot Two (2) property are contemplated buildings that may be built in the future, namely, Buildings "3" and "4," including all units therein and other improvements to the property.

5. Phase Three (3), Lot Two (2) (1.55 acres) property as shown on said plat constitutes additional property of which sum or all portions thereof may later be submitted to this Declaration. The description of said additional property is also more fully described in Exhibit "C" attached to the Declaration and by reference incorporated herein and made a part hereof. Within Phase Three (3), Lot Two (2) property are contemplated buildings that may be built in the future, namely, Buildings "5" and "6," including all units therein and other improvements to the property.

6. Phase Four (4), Lot Two (2) (1.44 acres) property as shown on said plat constitutes additional property of which some or all portions thereof may later be submitted to this Declaration. The description of said additional property is also more fully described in Exhibit "C" attached to this Declaration and by reference incorporated herein and made a part hereof. Within Phase Four (4), Lot Two (2) property are contemplated buildings that may be built in the future, namely, Buildings "7," "8," and "9," including all units therein and other improvements to the property.

7. The location and dimensions of the submitted property and the location and dimensions of all structural improvements on the submitted property. The location and dimensions of said structural improvements are shown by the outline of Buildings "1," "2," and "10" and the individual Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76,

as presently constructed on the submitted property (Phase 1, Lot 2 property).

8. The common elements (including limited common), constituting all of the submitted property (Phase 1, Lot 2 property) that is not contained within Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76.

9. All means of ingress and egress, driveways, walkways, parking, surface drainage facilities, water lines, sanitary sewer lines, electrical facilities and landscaped areas. Included within the means of ingress and egress is that certain public right-of-way having a frontage of fifty (50) feet on the Western side of the right-of-way of Waters Avenue (as widened), said public right-of-way consisting of .37 acres being more particularly shown on that certain subdivision map of Wilmock Subdivision, dated January, 1985, as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57, said public right-of-way being also shown on that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium), being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75.

10. Thirty-five (35) foot building setback line from the western edge of the right-of-way of Waters Avenue.

11. Fifty (50) foot buffer line along the Northern and Western boundary lines of Lot 2, Colony Park Residences (a Condominium).

PLANS

The plans pertaining to buildings 1, 2, and 10 and the units as constructed on the submitted property, namely Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76, are filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, under "Condominium Plans" and are of record in Condominium Plat Book, Folio .

Said plans, entitled "Colony Park Condominiums for Wilmock, Inc., 7505 Waters Avenue, Savannah, Georgia," are dated November, 1984.

Said plans consist of 14 sheets, as follows:

S-1 Foundation Plan - Bldgs. 1
S-1 Foundation Plan - Bldgs. 2
S-1 Foundation Plan - Bldgs. 10

A-1 First Floor Plan - Bldgs. 1
A-2 Second Floor Plan - Bldgs. 1
A-1 First Floor Plan - Bldgs. 2
A-2 Second Floor Plan - Bldgs. 2
A-1 First Floor Plan - Bldgs. 10
A-2 Second Floor Plan - Bldgs. 10

A-4 Rear Elevation - Bldgs. 1
and Interior Elevations
A-4 Rear Elevation - Bldgs. 2
and Interior Elevations
A-4 Rear Elevation - Bldgs. 10
and Interior Elevations

A-5 Second Floor Framing Plan
A-6 Roof Framing Plan and Plumbing Riser
Diagram
A-7 Section and Stair Detail

EXHIBIT "E"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

UNIT INFORMATION

UNIT AND BOUNDARIES THEREOF:

General:

Each Unit, on the ground floor and second floor, shall include all space within the boundaries thereof to the extent that walls, ceilings and floors are the boundaries of the Unit; all doors and windows therein, and all lath, wallboard, plaster board, plaster, paneling, molding, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surface thereof, shall be a part of such unit, while all other portions of such walls, floors, ceilings and roof shall be deemed a part of the common elements and not included within the Unit. The Unit shall not include the structural part of the walls, floors, ceilings and interior roofing. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be a part of that Unit, while any portions thereof serving more than one (1) Unit or any portion of a common element shall be a part of the common elements. All space, interior partitions, and other fixtures and improvements within the boundaries of a Unit shall be a part of that Unit.

The Ground Floor Unit:

The boundaries of each ground floor Unit are the innermost sides of the stud-framing of the walls (to which is affixed sheet rock, paneling, or other wall coverings) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundary of each ground floor Unit is a concrete slab. The upper boundaries of each ground floor Unit

are the interiormost face of the ceiling framing or joist (to which sheet rock or other ceiling material is affixed).

Second Floor Units:

The boundaries of each upper floor Unit are the innermost side of the stud-framing of the walls (to which is affixed sheet rock, paneling or other wall covering) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundaries of the second floor Units are the upper surface of the wood studs or floor joists (to which is affixed the sub-flooring of the Unit). The upper boundaries of the second floor Units are the innermost surface of the ceiling framing, studs or ceiling joists (to which is affixed the outer ceiling material). The second floor units may have as limited common space the storage area provided above the ceiling of the particular Unit and the expense of maintaining such shall be that of the particular Unit owner.

Ownership of Each Unit:

The ownership of each unit shall include, and there shall pass with each Unit as appurtenant thereto, whether or not separately described in the conveyance thereof, that fractional share of the right, title and interest attributable to such Unit in the common areas, together with membership and pertinent vote in the Association.

Maintenance:

Subject to other provisions herein, each Unit owner shall be responsible for the maintenance and repair, at such owner's expense, of his Unit, including all connections of conduits, ducts, plumbing, wiring and other facilities for utility services contained within the Unit, all exterior lighting for the individual Unit, and heating and air-conditioning equipment pertaining to said Unit (whether contained within or without the Unit) and such maintenance, repair and replacement work shall be done by said Unit owner without disturbing the rights of other owners.

Number of Rooms per Unit:

Units within Buildings 1, 2, and 10, as originally constructed, including number of rooms, are generally described as follows:

BUILDING "1"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
1-1	5	2	3	1	1	NO
1-2	5	2	3	1	1	NO
1-3	5	2	3	1	1	NO
1-4	5	2	3	1	1	NO
1-5	5	2	3	1	1	NO
1-6	5	2	3	1	1	NO
1-7	5	2	3	1	1	NO
1-8	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "2"

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
2-9	5	2	3	1	1	NO
2-10	5	2	3	1	1	NO
2-11	5	2	3	1	1	NO
2-12	5	2	3	1	1	NO
2-13	5	2	3	1	1	NO
2-14	5	2	3	1	1	NO
2-15	5	2	3	1	1	NO
2-16	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "10"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
10-69	5	2	3	1	1	NO
10-70	5	2	3	1	1	NO
10-71	5	2	3	1	1	NO
10-72	5	2	3	1	1	NO
10-73	5	2	3	1	1	NO
10-74	5	2	3	1	1	NO
10-75	5	2	3	1	1	NO
10-76	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

Floor Level, Unit Number, and Approximate Square Footage of Each Unit:

The floor level, Unit number, and approximate square footage of each Unit contained within Buildings "1," "2," and "10" of the Phase One (1), Lot Two (2) property (submitted property) are as follows:

BUILDING "1"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	1-1	902
Upper	1-2	902
Lower	1-3	902
Upper	1-4	902
Lower	1-5	902
Upper	1-6	902
Lower	1-7	902
Upper	1-8	902

BUILDING "2"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	2-9	902
Upper	2-10	902
Lower	2-11	902
Upper	2-12	902
Lower	2-13	902
Upper	2-14	902
Lower	2-15	902
Upper	2-16	902

BUILDING "10"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	10-69	902
Upper	10-70	902
Lower	10-71	902
Upper	10-72	902
Lower	10-73	902
Upper	10-74	902
Lower	10-75	902
Upper	10-76	902

(a)

Fractional Interest in Common Elements, Vote in Association,
and Common Assessments.

The fractional interest in the common elements, vote in association, and common assessments appertaining to each Unit in buildings "1," "2," and "10" (Phase 1, Lot 2 property - submitted property) and its owner are as follows:

BUILDING "1"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

1-1	1/24th
1-2	1/24th
1-3	1/24th
1-4	1/24th
1-5	1/24th
1-6	1/24th
1-7	1/24th
1-8	1/24th

BUILDING "B"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

2-9	1/24th
2-10	1/24th
2-11	1/24th
2-12	1/24th
2-13	1/24th
2-14	1/24th
2-15	1/24th
2-16	1/24th

BUILDING "10"

<u>Unit Number</u>	<u>Fractional Share of Interest in Common Elements, Vote in Association, and Common Assessments</u>
10-69	1/24th
10-70	1/24th
10-71	1/24th
10-72	1/24th
10-73	1/24th
10-74	1/24th
10-75	1/24th
10-76	1/24th

(b)

FORMULA FOR DETERMINING THE FRACTIONAL INTEREST IN THE COMMON
ELEMENTS, VOTE IN ASSOCIATION, AND COMMON ASSESSMENTS, AP-
PERTAINING TO EACH UNIT AND ITS OWNER, SHOULD THE CONDOMINIUM
BE EXPANDED AS PROVIDED IN THE DECLARATION:

Each Unit Owner's fractional share of undivided interest, in and to the common elements, vote in the Association and common expense assessments, at any particular time, shall be based upon a fraction, of which the the numerator shall be the numeral "one (1)" and the denominator is the number of all Units of the Condominium (including additional Units constructed on additional property as the Condominium may be expanded as herein provided).

EXHIBIT "F"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED THE 10th DAY OF September, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379.

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - COLONY PARK RESIDENCES (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

CERTIFICATE OF REGISTERED LAND SURVEYOR

The undersigned, ROY HUSSEY, Georgia Registered Land Surveyor Number 1212, hereby certifies that that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, Savannah, Georgia, prepared for Wilmock, Inc., entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," dated June, 1985, filed and recorded of record as hereinabove captioned is an accurate survey of the property shown and is in compliance with the provisions of §44-3-83 of the Official Code of Georgia, Annotated (Michie 1982) and §85-1620e (Harrison 1978 and Supp. 1984).

This 24th day of July, 1985.

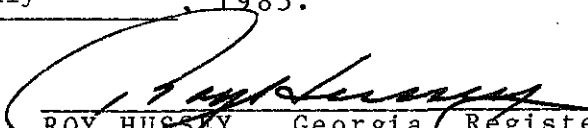

ROY HUSSEY, Georgia Registered
Land Surveyor Number 1212

EXHIBIT "F"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED THE 10th DAY OF September, 1985 .

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379 .

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75 .

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - PARK SOUTH OFFICE CENTER (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75 .

CERTIFICATE OF ARCHITECT

The undersigned, VERNON H. NOWELL, Georgia Registered Architect Number 1016, hereby certifies that he has visited the site of Colony Park Residences (a Condominium), Savannah, Chatham County, Georgia, west of Waters Avenue, and viewed the property, namely, Condominium Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, and 10-76, as constructed within Buildings "1," "2," and "10" on the submitted property (Phase 1, Lot 2 property) and that, to the best of his knowledge, information and belief: (i) the exterior walls and roof of each structure are in place as shown on the plans; and (ii) such walls, partitions, floors and ceilings, to the

extent shown on said plans as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit have been sufficiently constructed so as to clearly establish the physical boundaries of each Unit.

THIS 24 day of Nov, 1985.

Vernon H. Nowell
VERNON H. NOWELL, Georgia
Registered Architect No. 1016

EXHIBIT "G"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

BY-LAWS OF
COLONY PARK RESIDENCES UNIT OWNERS' ASSOCIATION, INC.

1. Authority: These By-laws are established pursuant to the Georgia Condominium Act (hereinafter referred to as the "Act"), the Georgia Non-profit Corporation Code (hereinafter referred to as the "Code"), and the Declaration of Condominium of Colony Park Residences (a Condominium) as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 128-A, Folio 379, (hereinafter referred to as the "Declaration") published by WILMOCK, INC., a Corporation organized and existing under the Laws of the State of Georgia, (hereinafter referred to as the "Developer"). The Act, Code and the Declaration are incorporated herein by reference.

2. Name: The name of this non-profit corporation shall be "COLONY PARK RESIDENCES UNIT OWNERS' ASSOCIATION, INC.," an association of condominium unit owners.

3. Powers: The Association shall have all of the powers and duties as set forth in the Act and the Code, except as modified by the Declaration and these By-laws, and all other powers and duties reasonably necessary to operate and maintain the condominium property on the principles and standards set forth in the Declaration, these By-laws, and the other condominium documents pertaining to Colony Park Residences (a Condominium).

4. Membership: The membership of the Association shall consist of all of the record title owners of the condominium units of said condominium. Each unit owner shall automatically become a member of the Association upon acquisition of title to a condominium unit, and the membership of the prior owner shall be automatically terminated upon transfer of his entire title. However, execution of a mortgage or security deed shall not entitle the mortgagee or holder thereof to membership and shall not terminate the membership of the title owner executing such mortgage or security deed.

5. Applicability: These By-laws shall apply to the condominium property known as Colony Park Residences (a Condominium), said property being more particularly described in the Declaration, and shall be binding on all unit owners, their invitees, lessees, grantees, heirs, executors, administrators, devisees, successors and assigns, and on all other

persons occupying or using said property in any manner. The ownership, rental or occupancy of any unit shall constitute acceptance and ratification of these By-laws, all other condominium documents, and rules and regulations promulgated by the Board of Directors.

6. Board of Directors:

A. Number: The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as the "Board") composed of not less than Three (3) nor more than Seven (7) persons, all of whom must at all times during their service as Directors be owners of units, a tenant-in-common or partner owning an interest in one or more units, an officer or employee of a mortgagee or grantee holding a mortgage or security deed on a unit, or officers or employees of a corporation owning one or more units. The members of the Association, in regular or special meetings called for such purpose, shall determine the precise number of Directors. The initial Board shall consist of Three (3) members.

B. Powers: The Board shall have all the powers and duties necessary and required to administer the affairs of the Association and to do all things on behalf of the Association as are not by law nor by the Declaration directed to be done otherwise.

C. Management: The Board may employ or designate a management agency, agent or agents and such personnel as the Board may deem necessary, under such terms and compensation and with such duties as it may authorize. If deemed advisable, the Board may utilize the services of an independent contractor or contractors to perform such functions as authorized by it.

D. Election and Term of Office: Subject to the provisions of Article XIII of the Declaration, at the first meeting of the Association, the Directors shall be elected for the balance of such year. Thereafter, the Directors shall be elected at the annual meeting or at such other meeting of the Association as shall be called for such purpose. A Director shall hold office until his successor has been elected and takes office.

E. Vacancies: Vacancies in the Board caused by any reason other than the expiration of his term or removal by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall hold office until a successor is elected at the next annual meeting of the Association, unless sooner removed.

F. Removal of Directors: At any regular or special meeting of the Association, any of the Directors may be removed with or without cause by a vote of two-thirds (2/3) of the total authorized vote of the Association members, and a successor may then and there be elected by majority vote to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting prior to the vote on his removal.

G. Organization Meeting: The first meeting of the first Board shall be held within ten (10) days after the election, at such time and place as shall be determined by the Directors.

H. Regular Meeting: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. At least two (2) regular meetings shall be held during each fiscal year. Written notice of the time and place of regular meetings of the Board shall be given to each Director at least eight (8) days prior to the day named for such meeting.

I. Special Meetings: Special meetings of the Board may be called by the President on five (5) days written notice to each Director, which notice shall state the time, place and purpose of the meeting. Special meetings of the

Board shall be called by the President or Secretary in like manner and with like notice at the written request of at least two (2) Directors.

J. Waiver of Notice: Any Director may waive notice of a meeting by written waiver executed before, at or after the meeting. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting.

K. Board of Directors Quorum: At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any business which might have been transacted at the called meeting may be transacted at any adjourned meeting at which a quorum is present, without further notice.

7. Association Officers:

A. Number and Election: There shall be elected by and from the Board an Association President, a Secretary and a Treasurer. The Secretary and Treasurer may be the same person. The Directors may appoint such other officers from the Board of Association membership or from Association members as in their judgment may be needed.

B. Duties: The officers shall perform all the duties incident to their respective offices. The President shall be the chief executive officer with general powers as such, including the power of appointing committees from among the Association members. The Secretary shall keep and maintain minutes of meetings and other records of the Association, and shall perform such other duties as the Board may direct. The Treasurer shall be responsible for Association funds, the keeping of full and accurate fiscal records and accounts and shall perform such other duties as the Board may direct.

C. Term: The officers shall be elected annually and shall hold office at the pleasure of the Board.

8. Indemnification and Compensation of officers and Directors:

A. Indemnification: Each Director and each officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses were incurred. At the discretion of the Board, such indemnification may be provided by insurance. However, no indemnification shall be paid to a Director or officer who is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

B. Compensation: No Director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the unit owners.

9. Association Meetings:

A. Place of Meeting: Meetings of the Association shall be held in Chatham County, Georgia, at such suitable place convenient to the members as may be designated by the Board, except that the Developer shall designate the place of the first meeting.

B. Annual Meeting: The first meeting of the Association shall be held within thirty (30) days after the filing of the Declaration. Thereafter, the annual meeting of the Association shall be held on the second Saturday of April of each calendar year, unless such day is a legal holiday, in which event the meeting shall be held on the next following Saturday.

C. Special Meetings: The President may call a special meeting of the Association at any time and he shall be required to call a special meeting of the Association if directed in writing by a majority of the Association members or at the written request of at least two (2) directors presented to the Secretary. The call of a special meeting

shall be by notice stating the time, the place, the purpose and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

D. Notice of Meeting: It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each unit owner at least ten (10) days but not more than twenty (20) days prior to such meeting. The mailing of such notice shall be considered notice served. Any member may waive notice of a meeting by written waiver executed before, at or after the meeting. Any member attending a regular meeting or special meeting shall be deemed to have waived notice of such meeting.

E. Order of Business: The order of business at all annual meetings shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of the preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees, if any.
- (6) Election of inspectors of election.
- (7) Election of Directors.

(8) Unfinished business.

(9) New business.

F. Quorum: At all meetings, regular or special, the presence of members entitled to cast more than one-half (1/2) of the total authorized votes shall constitute a quorum.

G. Rules of Order: Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of the Association shall be governed by the then current edition of "Roberts Rules of Order".

10. Voting by Members of the Association:

A. Fractional Vote: Voting shall be on a fractional basis and the fraction of the vote to which each member is entitled is the fractional vote assigned in the Declaration (including any amendments) to the unit or units owned by such member. The fractional vote of a unit shall not be divisible and the vote thereof may not be cast in part.

B. Designation of Voting Representative: If a Unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary. If a unit is owned by a corporation, the

person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President of the corporation. Such certificates shall be valid until revoked or until superceded by a subsequent certificate or until written notice of a change in the ownership of the unit concerned is delivered to the Secretary of the Association. Whenever the decision of a unit owner is desired upon any matter, whether or not the subject of a vote at an Association meeting, such decision shall be expressed by the person who would be entitled to cast the vote of such unit owner in an Association meeting.

C. Proxy: Voting may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

11. Amendment: These By-laws may be amended only at a duly constituted annual or special meeting of the Association, the notice of which states that consideration of such proposed amendment is a purpose of the meeting. These By-laws may be amended only by the affirmative vote of members entitled to cast more than one-half (1/2) of the total vote of the Association.

12. Condominium Declaration and Georgia Condominium Act:

A. Incorporation by Reference: The Declaration of Condominium dated the 10th day of September, 1985, published

by Wilmock, Inc., as Declarant, pertaining to "Colony Park Residences (a Condominium)," Savannah, Chatham County, Georgia, and the Condominium Act, as both may be hereafter amended, are incorporated herein and by this reference made a part hereof.

B. Priority: In the event of an inconsistency between these By-laws and said Declaration of Condominium, the Declaration shall control.

Adopted as the By-laws of Colony Park Residences Unit Owners' Association, Inc., at the organizational meeting of the Board of Directors held on the 10th day of September, 1985.

By: /s/ William M. Mock, Jr.
President

Attest: /s/ DeVaul L. Henderson
Secretary

Ratified as the By-laws of Colony Park Residences Unit Owners' Association, Inc., at the first regular meeting of members of the Association held on the ____ day of _____, 198 ____.

By: _____

Attest: _____

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FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

DORIS S. STEPHENS
CLERK S.C.C.G.A.

OCT 3 1 49 PM '85

RECEIVED
FOR RECORD
0503 = 0503 ***** 189130

COLONY PARK RESIDENCES (a Condominium), Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC., a Georgia Corporation (hereinafter referred to as "Developer")

PURPOSE OF AMENDMENT: Expansion of the Condominium to include a portion of the former "Additional Property" as "Submitted Property", namely, the Phase II-Lot 2 Property

ORIGINAL DECLARATION OF CONDOMINIUM RECORDED AT: Deed Record Book 128-A, Folio 379, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

ORIGINAL PLAT AND CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

DATE: October 1, 1985

WHEREAS, WILMOCK, INC., as Declarant, a corporation

organized and existing under the laws of the State of Georgia, has its principal office and place of business in Chatham County, Georgia, hereinafter referred to as "Developer", has heretofore submitted certain property to the provisions of the "Georgia Condominium Act", (Georgia Laws 1975, pp. 609 et seq.) codified as Chapter 85-16E, Code of Georgia Annotated, and as Title 44, Chapter 3, Article 3, Section 70 (Section 44-3-70 et seq.) of the Official Code of Georgia Annotated, 1981; and,

WHEREAS, the Developer is hereby exercising its option by now adding a portion of the additional property

Filed For Record At 1:49 P M. On The
3 Day Of Oct 19 85
Recorded In Record Book 128E Folio 622
On The 3 Day Of Oct 19 85
Doris S. Stephens
CLERK SUPERIOR COURT CHATHAM CO., GA.

(having constructed thereon buildings "3" and "4") to the Declaration, thereby submitting said portion of additional property to the provisions of the Georgia Condominium Act and the Declaration, reserving the sole and exclusive right to later submit to the provisions of the Declaration any portions of the additional property as described Exhibit "C" attached to the original Declaration.

NOW, THEREFORE, Developer, in accordance with the provisions of the Georgia Condominium Act, as amended from time to time, and in conformity with the provisions of the Declaration of Condominium dated September 10, 1985, recorded as aforesaid, does hereby make and publish this First Amendment to said Declaration:

AMENDED DECLARATION

Developer hereby publishes and makes this First Amendment to Declaration as to the divisions, covenants, restrictions, conditions, limitations and uses to which the portion of additional property now submitted hereto, namely, Phase Two (2) - Lot 2 property, and improvements now and hereafter constructed thereon [which improvements include Buildings "3" and "4", each containing eight (8) units] specifying that this First Amendment to Declaration and the original Declaration shall constitute covenants to run with the land, binding upon Developer, its successors and assigns, and all subsequent owners of any part of the property or improvements, their lessees, grantees, heirs, executors, administrators,

representatives, devisees, successors and assigns, and does hereby establish and submit the Phase Two (2) - Lot 2 property (described on Exhibit "B" attached hereto) to the provisions of the Condominium Act (including any amendments thereto) and the original Declaration, and after the recording of this First Amendment to Declaration, said property shall be held and sold subject to the provisions of said Act and the terms and conditions set forth in the Declaration (as hereby and hereafter amended) said property hereinafter sometimes referred to as the "Submitted Property".

SUBMISSION OF PORTION OF ADDITIONAL PROPERTY AND
AMENDMENT OF DECLARATION OF CONDOMINIUM

The Phase Two (2) - Lot 2 property as set forth and fully described in Exhibit "C" attached to the original Declaration of Condominium is hereby submitted to the provisions of the Act and said Declaration is hereby amended as follows:

1. Exhibit "B" attached to the original Declaration of Condominium describing the property originally submitted to the Declaration is hereby amended by adding thereto the Phase Two (2) - Lot 2 property (1.13 acres), so as amended said Exhibit "B" in its entirety will read as attached hereto and marked Exhibit "B" (First Amendment), which Exhibit, by this reference, is incorporated herein and made a part hereof.

2. Exhibit "C" attached to the original Declaration is hereby amended by deleting therefrom the description of the Phase Two (2) - Lot 2 property, so as amended said Exhibit "C" in its entirety will read as attached hereto and marked

Exhibit "C" (First Amendment) which Exhibit by this reference is incorporated herein and made a part hereof.

3. Exhibit "D" attached to the original Declaration of Condominium is hereby amended by deleting the same and substituting in lieu thereof Exhibit "D" (First Amendment) as attached hereto and by reference incorporated herein and made a part hereof.

4. Exhibit "E" attached to the original Declaration of Condominium is hereby amended by deleting the same and substituting in lieu thereof Exhibit "E" (First Amendment) as attached hereto and by reference incorporated herein and made a part hereof.

5. Exhibit "F-1 (First Amendment)", namely, the certificate of the registered land surveyor and the certificate of the architect, as attached hereto is by reference incorporated herein and made a part hereof.

AUTHORS

This First Amendment to Declaration was prepared by Albert N. Remler and DeVaul L. Henderson, Jr. of the law firm of Remler & Henderson, 7370 Hodgson Memorial Drive, Suite A-9, Savannah, Chatham County, Georgia, 31406.

Said original Declaration of Condominium, as amended hereby, is hereby ratified and re-published by Developer.

IN WITNESS WHEREOF, the undersigned has caused these premises to be executed in its corporate name with its

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corporate seal affixed, all by its duly authorized officers
on the date and year first above written.

WILMOCK, INC.

By: William M. Mock, Jr.

WILLIAM M. MOCK, JR.

President

Attest: Devaul L. Henderson

DEVAUL L. HENDERSON

Assistant Secretary

(CORPORATE SEAL)

Signed, sealed and delivered
this 1st day of October,
1985 in the presence of:

Michael Henderson
WITNESS

Valerie P. Moore
NOTARY PUBLIC, Chatham County, Ga

My commission expires:

VALERIE P. MOORE

Notary Public, Chatham County, Ga.

My Commission Expires Feb. 3, 1989

(NOTARIAL SEAL)

EXHIBIT "B"

TO

DECLARATION OF CONDOMINIUM

627

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

PROPERTY OF OWNER

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

PROPERTY HEREBY SUBMITTED TO THIS DECLARATION

PHASE ONE (1) - LOT TWO (2) PROPERTY (2.03 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G.M. District of Chatham County, Georgia, consisting of 2.03 acres and being designated as PHASE ONE (1) OF LOT TWO (2) - COLONY PARK RESIDENCES (A CONDOMINIUM) according to a certain plat of survey prepared for Wilmock, Inc. by Hussey, Gay and Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County in Condominium Plat Book, Folio 75. Said tract of 2.03 acres being the Southeastern portion of Lot Two (2) of Wilmock Subdivision as shown on a certain subdivision map, dated January, 1985, prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase One (1) of Lot Two (2) property being more particularly described as follows:

Commencing on the western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1, Highland Park Subdivision; running thence N 74°07'20" W for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 OF LOT 1 - PARK SOUTH OFFICE CENTER (A CONDOMINIUM); running thence S 17°04' 00" W along the western edge of the right-of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a concrete monument located on the northern boundary line of LOT "A", Christopher Subdivision; running thence N 74° 10'35" W for a distance of 311.16 feet to a concrete monument; running thence N 74° 00'20" W for a distance of 8.84 feet to a point, said point being the POINT OF BEGINNING; running thence N 74° 00'20" W for a distance of 91.16 feet to a concrete monument; running thence N 73°58'20" W for a distance of 289.23 feet to a point; running thence N 16°01'40" E for a distance of 90.0 feet to a point; running thence N 46°01'40" E for a distance of 66.0 feet to a point; running thence N 61°01'40" E for a distance of 100.0 to a point; running thence N 28°58'20" W for a distance of 48.0 feet to a point; running then N 61°

01'40" E for a distance of 79.55 feet to a point; running S 74°04'15" E for a distance of 12.0 feet to a point; running thence S 29°04'15" E for a distance of 97.24 feet to a point; running thence S 74°10' 35" E for a distance of 172.63 feet to a point; running thence S 15°49'25" W for a distance of 240.0 to the point of beginning; said Phase 1 property being more particularly shown on the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1: The above described 2.03 acre tract designated as Phase 1 - Lot 2 property is the property hereby submitted to the Act.

NOTE 2: The above described property has constructed thereon three (3) buildings or structures designated as buildings "1", "2", and "10", each building containing 8 units.

PHASE TWO (2) - LOT TWO (2) PROPERTY (1.13 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G.M. District of Chatham County, Georgia, consisting of 1.13 acres and being designated as PHASE 2 OF LOT 2 - COLONY PARK RESIDENCES (A CONDOMINIUM) according to a certain plat of survey prepared for Wilmock, Inc. by Hussey, Gay and Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Two (2) property, consisting of 1.13 acres, being generally the Southwestern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay and Bell, Consulting Engineers for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of the Superior Court of Chatham, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Two (2), Lot Two (2) property being more particularly described as follows:

Commencing on the western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1, Highland Park Subdivision; running thence N 74°07'20" W for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 OF LOT 1 - PARK SOUTH OFFICE CENTER (A CONDOMINIUM); running thence S 17°04' 00" W along the western edge of the right -of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a concrete monument located on the northern boundary line of LOT "A", Christopher Subdivision; running thence N 74°10'35" W for a distance of 311.16 feet to a concrete monument; running thence N 74°00'20" W for a distance of 8.84 feet to a point; running thence N 74°00'20" W for a distance of 91.16 feet to a concrete monument; running thence N 73°58'20" W for a distance of 289.23 feet to a point; said point being the POINT OF BEGINNING; running thence N 16°01'40"

E for a distance of 90.0 feet to a point; running thence N 46°01' 40" E for a distance of 66.0 feet to a point; running thence N 61°01'40" E for a distance of 100.0 to a point; running thence N 28°58'20" W for a distance of 48.0 feet to a point; running thence N 72°51'35" W for a distance of 226.84 feet to a point; running S 17°08'25" W for a distance of 256.26 feet to a concrete monument; running thence S 73°58' 20" E for a distance of 162.0 feet to the POINT OF BEGINNING; said Phase Two (2) property, consisting of 1.13 acres, being more particularly shown on that certain survey plat and subdivision map, recorded as aforesaid, which by this reference are incorporated herein and made a part hereof.

NOTE 1: The above-described 1.13 acre tract designated as Phase 2 - Lot 2 property is the property hereby submitted to the Act.

NOTE 2: The above-described property has constructed thereon two (2) buildings or structures designated as building "3" and "4", each building containing 8 units.

EXHIBIT "C"

630

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

REMAINDER OF LOT TWO (2) PROPERTY, NAMELY
PHASES THREE (3) AND FOUR (4)

PHASE THREE (3) - LOT TWO (2) Property (1.55 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 1.55 acres and being designated as PHASE THREE (3) of LOT TWO (2) - COLONY PARK RESIDENCES (A Condominium) according to a certain plat of survey prepared for Wilmock, Inc., by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Three (3), Lot Two (2) property consisting of 1.55 acres, being generally the Northwestern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Three (3) - Lot Two (2) property being more particularly described as follows:

COMMENCING on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast point of Lot One (1), Highland Park Subdivision; running thence North 74°07'20" West for a distance of ten (10) feet to a point, being a concrete monument located at the Northeast corner of PHASE ONE (1) OF LOT ONE (1) - PARK SOUTH OFFICE CENTER (A Condominium); running thence North 74°07'20" East for a distance of 410.23 feet to a concrete monument; running thence North 74°04'15" West for a distance of 173.53 feet to a point, being the POINT OF BEGINNING; running thence South 15°55'45" West for a distance of 191.49 feet to a point; running thence South 61°01'40" West for a distance of 79.55 feet to a point; running thence North 72°51'55" West for a distance of 226.84 feet to a point; running thence North 17°08'25" East for a distance of 242.91 feet to a point; running thence South 74°04'15" East for a distance of 278 feet to the point of beginning; said Phase Three

(3) - Lot Two (2) property consisting of 1.55 acres being more particularly shown on the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1: If the above-described property is submitted to the Declaration of Condominium, it is contemplated that the same shall contain Buildings 5 and 6, each containing 8 residential units.

PHASE FOUR (4) - LOT TWO (2) PROPERTY (1.44 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 1.44 acres and being designated as PHASE FOUR (4) OF LOT TWO (2) - COLONY PARK RESIDENCES (A Condominium) according to a certain plat of survey prepared for Wilmock, Inc., by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Four (4), Lot Two (2) property, consisting of 1.44 acres, being generally the Northeastern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Four (4) - Lot Two (2) property being more particularly described as follows:

COMMENCING on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot One (1), Highland Park Subdivision; running thence North 74°07'20" West for a distance of ten (10) feet to a point, being a concrete monument located at the Northeast corner of PHASE ONE (1), LOT ONE (1), PARK SOUTH OFFICE CENTER (A Condominium); running thence North 74°07'20" West for a distance of 330.84 feet to a point, being the POINT OF BEGINNING; running thence South 15°49'25" West for a distance of 260 feet to a point; running thence North 74°10'35" West for a distance of 172.63 feet to a point; running thence North 29°04'15" West for a distance of 97.24 feet to a point; running thence North 74°04'15" West for a distance of 12 feet to a point; running thence North 15°55'45" East for a distance of 191.49 feet to a point; running thence South 74°04'15" East for a distance of 173.53 feet to a concrete monument; running thence 74°07'20" East for a distance of 79.39 feet to the POINT OF BEGINNING; for a more particular description of said property and its exact metes and bounds, reference is hereby made to the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

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NOTE 1 : If the above-described property is submitted to the Declaration of Condominium, it is contemplated that the same shall contain Buildings 7, 8, and 9, each containing 8 residential units.

EXHIBIT "D"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

633

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

DESCRIPTION AND DESIGNATION OF PLATS AND PLANS

PLAT

That certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, (Roy Hussey, Georgia Registered Land Surveyor No. 1212), Savannah, Georgia, prepared for Wilmock, Inc., entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," dated June, 1985, as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, which plat by this reference is incorporated herein and made a part hereof. Said survey plat shows the following:

1. The perimeter boundary lines of the overall property as owned by the Developer and contemplated to be made subject to this Declaration, all as more particularly described in Exhibit "A" attached to this Declaration and by reference incorporated herein and made a part hereof. Said overall property consists of 6.15 acres, including 2.03 acres presently submitted by the Developer and 1.13, 1.55 and 1.44 acres constituting the additional properties which may later be submitted in one or more parcels.

2. The Lot One (1) property consisting of 3.37 acres with Phases 1 and 2 thereof, which property is not subject to this Declaration nor does any portion thereof constitute additional property that may later be so submitted. Said Lot 1 property is owned by the Developer and is being developed as a separate nonresidential condominium.

3. The Phase 1, Lot 2 (2.03 acres) property and the Phase 2, Lot Two (2) (1.13 acres) property as shown on said plat constitutes the submitted property at the time of the filing of this Declaration and the First Amendment thereto. The exact

metes and bounds of said parcels of land, as hereby submitted, are shown fully thereon and constitute the submitted property described in Exhibit "B" attached to this Declaration and by reference incorporated herein and made a part hereof. The actual location of Buildings "1," "2," and "10," each containing eight (8) units, namely, Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76, are shown on said plat as within Phase One (1), Lot Two (2) property. The actual location of Buildings "3" and "4" each containing eight (8) units, namely units 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, are shown on said plat as within Phase Two (2), Lot 2 property (submitted property). The odd numbered units are the lower units and the even numbered units are the upper units. The building number is designated first, with the unit number second, following the dash.

4. Phase Three (3), Lot Two (2) (1.55 acres) property as shown on said plat constitutes additional property of which sum or all portions thereof may later be submitted to this Declaration. The description of said additional property is also more fully described in Exhibit "C" attached to the Declaration and by reference incorporated herein and made a part hereof. Within Phase Three (3), Lot Two (2) property are contemplated buildings that may be built in the future, namely, Buildings "5" and "6," including all units therein and other improvements to the property.

5. Phase Four (4), Lot Two (2) (1.44 acres) property as shown on said plat constitutes additional property of which some or all portions thereof may later be submitted to this Declaration. The description of said additional property is also more fully described in Exhibit "C" attached to this Declaration and by reference incorporated herein and made a part hereof. Within Phase Four (4), Lot Two (2) property are contemplated buildings that may be built in the future, namely, Buildings "7," "8," and "9," including all units therein and other improvements to the property.

6. The location and dimensions of the submitted property and the location and dimensions of all structural improvements on the submitted property. The location and dimensions of said structural improvements are shown by the outline of Buildings "1," "2," and "10" and the individual Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, as presently constructed on the submitted property (Phase 1, Lot 2 property and Phase 2, Lot 2 property).

7. The common elements (including limited common), constituting all of the submitted property (Phase 1, Lot 2 property and Phase 2, Lot 2 property) that is not contained within

Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, as presently constructed on the submitted property (Phase 1, Lot 2 property and Phase 2, Lot 2 property).

8. All means of ingress and egress, driveways, walkways, parking, surface drainage facilities, water lines, sanitary sewer lines, electrical facilities and landscaped areas. Included within the means of ingress and egress is that certain public right-of-way having a frontage of fifty (50) feet on the Western side of the right-of-way of Waters Avenue (as widened), said public right-of-way consisting of .37 acres being more particularly shown on that certain subdivision map of Wilmock Subdivision, dated January, 1985, as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57, said public right-of-way being also shown on that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium), being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75.

9. Thirty-five (35) foot building setback line from the western edge of the right-of-way of Waters Avenue.

10. Fifty (50) foot buffer line along the Northern and Western boundary lines of Lot 2, Colony Park Residences (a Condominium).

PLANS

The plans pertaining to buildings 1, 2, and 10 and Buildings 3 and 4 and the units as constructed on the submitted property, namely Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, as presently constructed on the submitted property (Phase 1, Lot 2 property and Phase 2, Lot 2 property), are filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, under "Condominium Plans" and are of record in Condominium Plat Book, Folio 75.

Said plans, entitled "Colony Park Condominiums for Wilmock, Inc., 7505 Waters Avenue, Savannah, Georgia," are dated November, 1984.

Said plans consist of 23 sheets, as follows:

S-1 Foundation Plan - Bldgs. 1
S-1 Foundation Plan - Bldgs. 2
S-1 Foundation Plan - Bldgs. 3
S-1 Foundation Plan - Bldgs. 4
S-1 Foundation Plan - Bldgs. 10

A-1 First Floor Plan - Bldgs. 1
A-2 Second Floor Plan - Bldgs. 1
A-1 First Floor Plan - Bldgs. 2
A-2 Second Floor Plan - Bldgs. 2
A-1 First Floor Plan - Bldgs. 3
A-2 Second Floor Plan - Bldgs. 3
A-1 First Floor Plan - Bldgs. 4
A-2 Second Floor Plan - Bldgs. 4
A-1 First Floor Plan - Bldgs. 10
A-2 Second Floor Plan - Bldgs. 10

A-4 Rear Elevation - Bldgs. 1
and Interior Elevations
A-4 Rear Elevation - Bldgs. 2
and Interior Elevations
A-4 Rear Elevation - Bldgs. 3
and Interior Elevations
A-4 Rear Elevation - Bldgs. 4
and Interior Elevations
A-4 Rear Elevation - Bldgs. 10
and Interior Elevations
A-5 Second Floor Framing Plan
A-6 Roof Framing Plan and Plumbing Riser
Diagram
A-7 Section and Stair Detail

EXHIBIT "E"

TO

637

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

UNIT INFORMATION

UNIT AND BOUNDARIES THEREOF:

General:

Each Unit, on the ground floor and second floor, shall include all space within the boundaries thereof to the extent that walls, ceilings and floors are the boundaries of the Unit; all doors and windows therein, and all lath, wallboard, plaster board, plaster, paneling, molding, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surface thereof, shall be a part of such unit, while all other portions of such walls, floors, ceilings and roof shall be deemed a part of the common elements and not included within the Unit. The Unit shall not include the structural part of the walls, floors, ceilings and interior roofing. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be a part of that Unit, while any portions thereof serving more than one (1) Unit or any portion of a common element shall be a part of the common elements. All space, interior partitions, and other fixtures and improvements within the boundaries of a Unit shall be a part of that Unit.

The Ground Floor Unit:

The boundaries of each ground floor Unit are the innermost sides of the stud-framing of the walls (to which is affixed sheet rock, paneling, or other wall coverings) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundary of each ground floor Unit is a concrete slab. The upper boundaries of each ground floor Unit

are the interiormost face of the ceiling framing or joist (to which sheet rock or other ceiling material is affixed).

Second Floor Units:

The boundaries of each upper floor Unit are the innermost side of the stud-framing of the walls (to which is affixed sheet rock, paneling or other wall covering) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundaries of the second floor Units are the upper surface of the wood studs or floor joists (to which is affixed the sub-flooring of the Unit). The upper boundaries of the second floor Units are the innermost surface of the ceiling framing, studs or ceiling joists (to which is affixed the outer ceiling material). The second floor units may have as limited common space the storage area provided above the ceiling of the particular Unit and the expense of maintaining such shall be that of the particular Unit owner.

Ownership of Each Unit:

The ownership of each unit shall include, and there shall pass with each Unit as appurtenant thereto, whether or not separately described in the conveyance thereof, that fractional share of the right, title and interest attributable to such Unit in the common areas, together with membership and pertinent vote in the Association.

Maintenance:

Subject to other provisions herein, each Unit owner shall be responsible for the maintenance and repair, at such owner's expense, of his Unit, including all connections of conduits, ducts, plumbing, wiring and other facilities for utility services contained within the Unit, all exterior lighting for the individual Unit, and heating and air-conditioning equipment pertaining to said Unit (whether contained within or without the Unit) and such maintenance, repair and replacement work shall be done by said Unit owner without disturbing the rights of other owners.

Number of Rooms per Unit:

Units within Buildings 1, 2, and 10, and 3 and 4 as originally constructed, including number of rooms, are generally described as follows:

BUILDING "1"

639

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
1-1	5	2	3	1	1	NO
1-2	5	2	3	1	1	NO
1-3	5	2	3	1	1	NO
1-4	5	2	3	1	1	NO
1-5	5	2	3	1	1	NO
1-6	5	2	3	1	1	NO
1-7	5	2	3	1	1	NO
1-8	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "2"

640

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
2-9	5	2	3	1	1	NO
2-10	5	2	3	1	1	NO
2-11	5	2	3	1	1	NO
2-12	5	2	3	1	1	NO
2-13	5	2	3	1	1	NO
2-14	5	2	3	1	1	NO
2-15	5	2	3	1	1	NO
2-16	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "10"

641

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
10-69	5	2	3	1	1	NO
10-70	5	2	3	1	1	NO
10-71	5	2	3	1	1	NO
10-72	5	2	3	1	1	NO
10-73	5	2	3	1	1	NO
10-74	5	2	3	1	1	NO
10-75	5	2	3	1	1	NO
10-76	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

642

BUILDING "3"

<u>Unit No.</u> <u>(Identifi-</u> <u>cation)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
3-17	5	2	3	1	1	NO
3-18	5	2	3	1	1	NO
3-19	5	2	3	1	1	NO
3-20	5	2	3	1	1	NO
3-21	5	2	3	1	1	NO
3-22	5	2	3	1	1	NO
3-23	5	2	3	1	1	NO
3-24	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "4"

643

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
4-25	5	2	3	1	1	NO
4-26	5	2	3	1	1	NO
4-27	5	2	3	1	1	NO
4-28	5	2	3	1	1	NO
4-29	5	2	3	1	1	NO
4-30	5	2	3	1	1	NO
4-31	5	2	3	1	1	NO
4-32	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

644

Floor Level, Unit Number, and Approximate Square Footage of Each Unit:

The floor level, Unit number, and approximate square footage of each Unit contained within Buildings "1," "2," and "10" of the Phase One (1), Lot Two (2) property (submitted property) are as follows:

BUILDING "1"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	1-1	902
Upper	1-2	902
Lower	1-3	902
Upper	1-4	902
Lower	1-5	902
Upper	1-6	902
Lower	1-7	902
Upper	1-8	902

BUILDING "2"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	2-9	902
Upper	2-10	902
Lower	2-11	902
Upper	2-12	902
Lower	2-13	902
Upper	2-14	902
Lower	2-15	902
Upper	2-16	902

BUILDING "10"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	10-69	902
Upper	10-70	902
Lower	10-71	902
Upper	10-72	902
Lower	10-73	902
Upper	10-74	902
Lower	10-75	902
Upper	10-76	902

BUILDING "3"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	3-17	902
Upper	3-18	902
Lower	3-19	902
Upper	3-20	902
Lower	3-21	902
Upper	3-22	902
Lower	3-23	902
Upper	3-24	902

BUILDING "4"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	4-25	902
Upper	4-26	902
Lower	4-27	902
Upper	4-28	902
Lower	4-29	902
Upper	4-30	902
Lower	4-31	902
Upper	4-32	902

(a)

Fractional Interest in Common Elements, Vote in Association,
and Common Assessments.

The fractional interest in the common elements, vote in association, and common assessments appertaining to each Unit in buildings "1," "2," and "10" and buildings "3" and "4" (Phase 1, Lot 2 property and Phase 2, Lot 2 property - submitted property) and its owner are as follows:

BUILDING "1"

<u>Unit Number</u>	<u>Fractional Share of Interest in Common Elements, Vote in Association, and Common Assessments</u>
1-1	1/40th
1-2	1/40th
1-3	1/40th
1-4	1/40th
1-5	1/40th
1-6	1/40th
1-7	1/40th
1-8	1/40th

BUILDING "2"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

2-9	1/40th
2-10	1/40th
2-11	1/40th
2-12	1/40th
2-13	1/40th
2-14	1/40th
2-15	1/40th
2-16	1/40th

BUILDING "10"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

10-69	1/40th
10-70	1/40th
10-71	1/40th
10-72	1/40th
10-73	1/40th
10-74	1/40th
10-75	1/40th
10-76	1/40th

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BUILDING "3"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

3-17	1/40th
3-18	1/40th
3-19	1/40th
3-20	1/40th
3-21	1/40th
3-22	1/40th
3-23	1/40th
3-24	1/40th

BUILDING "4"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

4-25	1/40th
4-26	1/40th
4-27	1/40th
4-28	1/40th
4-29	1/40th
4-30	1/40th
4-31	1/40th
4-32	1/40th

FORMULA FOR DETERMINING THE FRACTIONAL INTEREST IN THE COMMON ELEMENTS, VOTE IN ASSOCIATION, AND COMMON ASSESSMENTS, AP-
PERTAINING TO EACH UNIT AND ITS OWNER, SHOULD THE CONDOMINIUM

BE EXPANDED AS PROVIDED IN THE DECLARATION:

Each Unit Owner's fractional share of undivided interest, in and to the common elements, vote in the Association and common expense assessments, at any particular time, shall be based upon a fraction, of which the the numerator shall be the numeral "one (1)" and the denominator is the number of all Units of the Condominium (including additional Units constructed on additional property as the Condominium may be expanded as herein provided).

EXHIBIT "F-1"

TO

DECLARATION OF CONDOMINIUM

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COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED SEPTEMBER 10, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379. FIRST AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128E, FOLIO 622.

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - COLONY PARK RESIDENCES (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

CERTIFICATE OF REGISTERED LAND SURVEYOR

The undersigned, ROY HUSSEY, Georgia Registered Land Surveyor Number 1212, hereby certifies that that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, Savannah, Georgia, prepared for Wilmock, Inc., plans entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," dated June, 1985, filed and recorded of record as hereinabove captioned is an accurate survey of the property shown and is in compliance with the provisions of §44-3-83 of the Official Code of Georgia, Annotated (Michie 1982) and §85-1620e (Harrison 1978 and Supp. 1984).

This 1st day of October, 1985.


ROY HUSSEY, Georgia Registered
Land Surveyor Number 1212

EXHIBIT "F-1"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

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DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED SEPTEMBER 10, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379. FIRST AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128 E, FOLIO 622.

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - PARK SOUTH OFFICE CENTER (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

CERTIFICATE OF ARCHITECT

The undersigned, VERNON H. NOWELL, Georgia Registered Architect Number 1016, hereby certifies that he has visited the site of Colony Park Residences (a Condominium), Savannah, Chatham County, Georgia, west of Waters Avenue, and viewed the property, namely, Condominium Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, and 10-76; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-24, 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, and 4-32 as constructed within Buildings "1," "2," and "10" and Buildings "3" and "4" on the submitted property (Phase 1, Lot 2 property and Phase 2, Lot 2 property) and that, to the best of his knowledge, information and belief: (i) the

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exterior walls and roof of each structure are in place as shown on the plans; and (ii) such walls, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit have been sufficiently constructed so as to clearly establish the physical boundaries of each Unit.

THIS 2 day of OCTOBER, 1985.

Vernon H. Nowell
VERNON H. NOWELL, Georgia
Registered Architect No. 1016

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RECEIVED
FOR RECORD

DEC 18 9 55 AM '85

DORIS S. STEPHENS
CLERK S.C.C.G.A.

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (a Condominium), Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC., a Georgia Corporation (hereinafter referred to as "Developer")

PURPOSE OF AMENDMENT: Expansion of the Condominium to include a portion of the former "Additional Property" as "Submitted Property", namely, the Phase IV-Lot 2 Property

ORIGINAL DECLARATION OF CONDOMINIUM RECORDED AT: Deed Record Book 128-A, Folio 379, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED AT: Deed Record Book 128-E, folio 666, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

ORIGINAL PLAT AND CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

EXPANDED PLAT AND ADDITIONAL CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. This Expanded Plat and Additional Plans pertain to the Second Amendment to Declaration and add to the Condominium the Phase III and Phase IV-Lot 2 Property on which are constructed Buildings "5", "6", "7", "8" and "9".

December 13, 1985

WHEREAS, WILMOCK, INC., as Declarant, a corporation organized and existing under the laws of the State of Georgia, having its principal office and place of business in Chatham County, Georgia, hereinafter referred to as "Developer", has

Filed For Record At 9:55 AM On The
18 Day Of Dec 1985
Recorded In Record Book 128-E Folio 361
On The 18 Day Of Dec 1985

CLERK SUPERIOR COURT, CHATHAM CO., GA.

heretofore submitted certain property to the provisions of the "Georgia Condominium Act", (Georgia Laws 1975, pp. 609 et seq.), codified as Chapter 85-16E, Code of Georgia Annotated, and as Title 44, Chapter 3, Article 3, Section 70 (Section 44-3-70 et seq.) of the Official Code of Georgia Annotated, 1981; and,

WHEREAS, the Developer is hereby exercising its option by now adding a portion of the additional property (having constructed thereon buildings "7", "8" and "9") to the Declaration, (as amended) thereby submitting said portion of additional property to the provisions of the Georgia Condominium Act and the Declaration, (as amended) reserving the sole and exclusive right to later submit to the provisions of the Declaration any portions of the additional property as described Exhibit "C" attached to the original Declaration.

NOW, THEREFORE, Developer, in accordance with the provisions of the Georgia Condominium Act, as amended from time to time, and in conformity with the provisions of the Declaration of Condominium dated September 10, 1985, as amended by First Amendment to Declaration dated October 1, 1985, both recorded as aforesaid, does hereby make and publish this Second Amendment to said Declaration:

AMENDED DECLARATION

Developer hereby publishes and makes this Second Amendment to Declaration as to the divisions, covenants, restrictions, conditions, limitations and uses to which the portion of additional property now submitted hereto, namely,

Phase Four (4) - Lot 2 property, and improvements now and hereafter constructed thereon [which improvements include Buildings "7", "8" and "9", Buildings "7" and "9" each containing eight (8) units and Building "8" containing four (4) units] specifying that this Second Amendment to Declaration and the original Declaration and the First Amendment thereto shall constitute covenants to run with the land, binding upon Developer, its successors and assigns, and all subsequent owners of any part of the property or improvements, their lessees, grantees, heirs, executors, administrators, representatives, devisees, successors and assigns, and does hereby establish and submit the Phase Four (4) - Lot 2 property (described on Exhibit "B" attached hereto) to the provisions of the Condominium Act and the original Declaration (as heretofore amended), and after the recording of this Second Amendment to Declaration, said property shall be held and sold subject to the provisions of said Act and the terms and conditions set forth in the Declaration (as heretofore and hereafter amended) said property hereinafter sometimes referred to as the "Submitted Property".

SUBMISSION OF PORTION OF ADDITIONAL PROPERTY AND
AMENDMENT OF DECLARATION OF CONDOMINIUM

The Phase Four (4) - Lot 2 property as set forth and fully described in Exhibit "C" attached to the original Declaration of Condominium is hereby submitted to the provisions of the Act and said Declaration is hereby amended as follows:

1. Exhibit "B" attached to the original Declaration of Condominium describing the property originally submitted to the Declaration is hereby amended by adding thereto the Phase Four (4) - Lot 2 property (1.44 acres), so as amended said Exhibit "B" in its entirety will read as attached hereto and marked Exhibit "B" (Second Amendment), which Exhibit, by this reference, is incorporated herein and made a part hereof.

2. Exhibit "C" attached to the original Declaration is hereby amended by deleting therefrom the description of the Phase Four (4) - Lot 2 property, so as amended said Exhibit "C" in its entirety will read as attached hereto and marked Exhibit "C" (Second Amendment) which Exhibit by this reference is incorporated herein and made a part hereof.

3. Exhibit "D" attached to the original Declaration of Condominium is hereby amended by deleting the same and substituting in lieu thereof Exhibit "D" (Second Amendment) as attached hereto and by reference incorporated herein and made a part hereof.

4. Exhibit "E" attached to the original Declaration of Condominium is hereby amended by deleting the same and substituting in lieu thereof Exhibit "E" (Second Amendment) as attached hereto and by reference incorporated herein and made a part hereof.

5. Exhibit "F-2" (Second Amendment)", namely, the certificate of the registered land surveyor and the certificate of the architect, as attached hereto is by reference incorporated herein and made a part hereof.

AUTHORS

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This Second Amendment to Declaration was prepared by Albert N. Remler and DeVaul L. Henderson, Jr. of the law firm of Remler & Henderson, 7370 Hodgson Memorial Drive, Suite A-9, Savannah, Chatham County, Georgia, 31406.

Said original Declaration of Condominium, as heretofore and hereby amended, is hereby ratified and re-published by Developer.

IN WITNESS WHEREOF, the undersigned has caused these premises to be executed in its corporate name with its corporate seal affixed, all by its duly authorized officers on the date and year first above written.

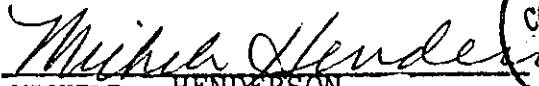
WILMOCK, INC.

Signed, sealed and
delivered in the
presence of:

By:

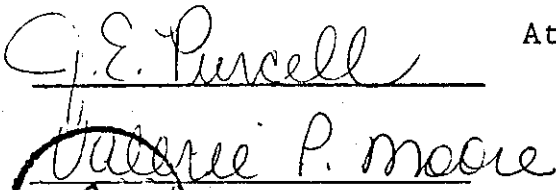

WILLIAM M. MOCK, JR.
President

Attest:


MICHELE HENDERSON
Assistant Secretary

CORPORATE
SEAL

(CORPORATE SEAL)


Notary Public,
Chatham County, Georgia

Date Executed by Notary: December 13, 1985

VALERIE P. MOORE
Notary Public, Chatham County, Ga.
My Commission Expires Feb. 3, 1989

EXHIBIT "B"TODECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

PROPERTY OF OWNER

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

PROPERTY HEREBY SUBMITTED TO THIS DECLARATION

PHASE ONE (1) - LOT TWO (2) PROPERTY (2.03 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G.M. District of Chatham County, Georgia, consisting of 2.03 acres and being designated as PHASE ONE (1) OF LOT TWO (2) - COLONY PARK RESIDENCES (A CONDOMINIUM) according to a certain plat of survey prepared for Wilmock, Inc. by Hussey, Gay and Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County in Condominium Plat Book, Folio 75. Said tract of 2.03 acres being the Southeastern portion of Lot Two (2) of Wilmock Subdivision as shown on a certain subdivision map, dated January, 1985, prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase One (1) of Lot Two (2) property being more particularly described as follows:

Commencing on the western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1, Highland Park Subdivision; running thence N 74°07'20" W for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 OF LOT 1 - PARK SOUTH OFFICE CENTER (A CONDOMINIUM); running thence S 17°04' 00" W along the western edge of the right-of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a concrete monument located on the northern boundary line of LOT "A", Christopher Subdivision; running thence N 74° 10'35" W for a distance of 311.16 feet to a concrete monument; running thence N 74° 00'20" W for a distance of 8.84 feet to a point, said point being the POINT OF BEGINNING; running thence N 74° 00'20" W for a distance of 91.16 feet to a concrete monument; running thence N 73°58'20" W for a distance of 289.23 feet to a point; running thence N 16°01'40" E for a distance of 90.0 feet to a point; running thence N 46°01'40" E for a distance of 66.0 feet to a point; running

thence N 61°01'40" E for a distance of 100.0 to a point; running thence N 28°58'20" W for a distance of 48.0 feet to a point; running then N 61°01'40" E for a distance of 79.55 feet to a point; running S 74°04'15" E for a distance of 12.0 feet to a point; running thence S 29°04'15" E for a distance of 97.24 feet to a point; running thence S 74°10' 35" E for a distance of 172.63 feet to a point; running thence S 15°49'25" W for a distance of 240.0 to the point of begining; said Phase 1 property being more particularly shown on the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1: The above described 2.03 acre tract designated as Phase 1 - Lot 2 property is the property hereby submitted to the Act.

NOTE 2: The above described property has constructed thereon three (3) buildings or structures designated as buildings "1", "2", and "10", each building containing 8 units.

PHASE TWO (2) - LOT TWO (2) PROPERTY (1.13 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G.M. District of Chatham County, Georgia, consisting of 1.13 acres and being designated as PHASE 2 OF LOT 2 - COLONY PARK RESIDENCES (A CONDOMINIUM) according to a certain plat of survey prepared for Wilmock, Inc. by Hussey, Gay and Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Two (2) property, consisting of 1.13 acres, being generally the Southwestern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay and Bell, Consulting Engineers for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of the Superior Court of Chatham, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Two (2), Lot Two (2) property being more particularly described as follows:

Commencing on the western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1, Highland Park Subdivision; running thence N 74°07'20" W for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 OF LOT 1 - PARK SOUTH OFFICE CENTER (A CONDOMINIUM); running thence S 17°04' 00" W along the western edge of the right -of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a concrete monument located on the northern boundary line of LOT "A", Christopher Subdivision; running thence N 74°10'35" W for a distance of 311.16 feet to a concrete monument; running thence N 74°00'20" W for a distance of 8.84 feet to a point; running thence N 74°00'20" W for a distance of 91.16 feet to a concrete monument; running thence N 73°58'20" W for a distance of 289.23 feet to a

point; said point being the POINT OF BEGINNING; running thence N 16°01'40" E for a distance of 90.0 feet to a point; running thence N 46°01' 40" E for a distance of 66.0 feet to a point; running thence N 61°01'40" E for a distance of 100.0 to a point; running thence N 28°58'20" W for a distance of 48.0 feet to a point; running thence N 72°51'35" W for a distance of 226.84 feet to a point; running S 17°08'25" W for a distance of 256.26 feet to a concrete monument; running thence S 73°58' 20" E for a distance of 162.0 feet to the POINT OF BEGINNING; said Phase Two (2) property, consisting of 1.13 acres, being more particularly shown on that certain survey plat and subdivision map, recorded as aforesaid, which by this reference are incorporated herein and made a part hereof.

NOTE 1: The above-described 1.13 acre tract designated as Phase 2 - Lot 2 property is the property hereby submitted to the Act.

NOTE 2: The above-described property has constructed thereon two (2) buildings or structures designated as building "3" and "4", each building containing 8 units.

PHASE FOUR (4) - LOT TWO (2) PROPERTY (1.44 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 1.44 acres and being designated as PHASE FOUR (4) OF LOT TWO (2) - COLONY PARK RESIDENCES (A Condominium) according to a certain plat of survey prepared for Wilmock, Inc., by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio _____, said Phase Four (4), Lot Two (2) property, consisting of 1.44 acres, being generally the Northeastern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Four (4) - Lot Two (2) property being more particularly described as follows:

COMMENCING on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot One (1), Highland Park Subdivision; running thence North 74°07'20" West for a distance of ten (10) feet to a point, being a concrete monument located at the Northeast corner of PHASE ONE (1), LOT ONE (1), PARK SOUTH OFFICE CENTER (A Condominium); running thence North 74° 07'20" West for a distance of 330.84 feet to a point, being the POINT OF BEGINNING; running thence South 15°49'25" West for a distance of 260 feet to a point; running thence North 74°10'35" West for a distance of 172.63 feet to a point; running thence

North 29°04'15" West for a distance of 97.24 feet to a point; running thence North 74°04'15" West for a distance of 12 feet to a point; running thence North 15°55'45" East for a distance of 191.49 feet to a point; running thence South 74°04'15" East for a distance of 173.53 feet to a concrete monument; running thence 74°07'20" East for a distance of 79.39 feet to the POINT OF BEGINNING; for a more particular description of said property and its exact metes and bounds, reference is hereby made to the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1 : If the above-described property is submitted to the Declaration of Condominium, it is contemplated that the same shall contain Buildings 7, 8, and 9, each containing 8 residential units.

EXHIBIT "C"TODECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

REMAINDER OF LOT TWO (2) PROPERTY, NAMELY
PHASE THREE (3)

PHASE THREE (3) - LOT TWO (2) Property (1.55 ACRES)

ALL THAT CERTAIN lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 1.55 acres and being designated as PHASE THREE (3) of LOT TWO (2) - COLONY PARK RESIDENCES (A Condominium) according to a certain plat of survey prepared for Wilmock, Inc., by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (A Condominium) and Park South Office Center (A Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," a copy of said plat being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, said Phase Three (3), Lot Two (2) property consisting of 1.55 acres, being generally the Northwestern portion of Lot Two (2) of Wilmock Subdivision according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January, 1985, recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57; said Phase Three (3) - Lot Two (2) property being more particularly described as follows:

COMMENCING on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast point of Lot One (1), Highland Park Subdivision; running thence North 74°07'20" West for a distance of ten (10) feet to a point, being a concrete monument located at the Northeast corner of PHASE ONE (1) OF LOT ONE (1) - PARK SOUTH OFFICE CENTER (A Condominium); running thence North 74°07'20" East for a distance of 410.23 feet to a concrete monument; running thence North 74°04'15" West for a distance of 173.53 feet to a point, being the POINT OF BEGINNING; running thence South 15°55'45" West for a distance of 191.49 feet to a point; running thence South 61°01'40" West for a distance of 79.55 feet to a point; running thence North 72°51'55" West for a distance of 226.84 feet to a point; running thence North 17°08'25" East for a distance of

242.91 feet to a point; running thence South 74°04'15" East for a distance of 278 feet to the point of beginning; said Phase Three (3) - Lot Two (2) property consisting of 1.55 acres being more particularly shown on the aforesaid recorded survey plat and subdivision map, both of which by reference are incorporated herein and made a part hereof.

NOTE 1: If the above-described property is submitted to the Declaration of Condominium, it is contemplated that the same shall contain Buildings 5 and 6, each containing 8 residential units.

EXHIBIT "D"TODECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

DESCRIPTION AND DESIGNATION OF PLATS AND PLANSPLAT

That certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, (Roy Hussey, Georgia Registered Land Surveyor No. 1212), Savannah, Georgia, prepared for Wilmock, Inc., entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," dated June, 1985, revised December 12, 1985 as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, which plat by this reference is incorporated herein and made a part hereof. Said survey plat shows the following:

1. The perimeter boundary lines of the overall property as owned by the Developer and contemplated to be made subject to this Declaration, all as more particularly described in Exhibit "A" attached to this Declaration and by reference incorporated herein and made a part hereof. Said overall property consists of 6.15 acres, including 2.03 acres presently submitted by the Developer and 1.13, 1.55 and 1.44 acres constituting the additional properties which may later be submitted in one or more parcels.

2. The Lot One (1) property consisting of 3.37 acres with Phases 1 and 2 thereof, which property is not subject to this Declaration nor does any portion thereof constitute additional property that may later be so submitted. Said Lot 1 property is owned by the Developer and is being developed as a separate nonresidential condominium.

3. The Phase 1, Lot 2 (2.03 acres) property and the Phase 2, Lot Two (2) (1.13 acres), and the Phase 4 - Lot Two (2) (1.44 acres) property as shown on said plat constitutes the

submitted property at the time of the filing of this Declaration, exact metes and bounds of said parcels of land, as hereby submitted, are shown fully thereon and constitute the submitted property described in Exhibit "B" attached to this Declaration and by reference incorporated herein and made a part hereof. The actual location of Buildings "1," "2," and "10," each containing eight (8) units, namely, Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76, are shown on said plat as within Phase One (1), Lot Two (2) property. The actual location of Buildings "3" and "4" each containing eight (8) units, namely units 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, are shown on said plat as within Phase Two (2), Lot 2 property (submitted property). The actual locations of Buildings "7" and "9", each containing eight (8) units and Building "8" containing four (4) units, namely units 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56, 8-57, 8-58, 8-59, 8-60, 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67 and 9-68, are shown on said plat as within Phase IV - Lot 2 property (submitted property). The odd numbered units are the lower units and the even numbered units are the upper units. The building number is designated first, with the unit number second, following the dash.

4. Phase Three (3), Lot Two (2) (1.55 acres) property as shown on said plat constitutes additional property of which sum or all portions thereof may later be submitted to this Declaration. The description of said additional property is also more fully described in Exhibit "C" attached to the Declaration and by reference incorporated herein and made a part hereof. Within Phase Three (3), Lot Two (2) property are contemplated buildings that may be built in the future, namely, Buildings "5" and "6," including all units therein and other improvements to the property.

5. The location and dimensions of the submitted property and the location and dimensions of all structural improvements on the submitted property. The location and dimensions of said structural improvements are shown by the outline of Buildings "1," "2," and "10" and the individual Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; the Buildings "3" and "4" in the individual units 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; the Buildings "7", "8", and "9" in the individual units 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56, 8-57, 8-58, 8-59, 8-60, 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67 and 9-68, as presently constructed on the submitted property (Phase 1, Lot 2 property and Phase 2, Lot 2 property).

6. The common elements (including limited common), constituting all of the submitted property (Phase 1, Lot 2 proper-

ty, Phase 2, Lot 2 property and Phase 4, Lot 2 property) that is not contained within Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56, 8-57, 8-58, 8-59, 8-60, 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67 and 9-68, as presently constructed on the submitted property (Phase 1, Lot 2 property, Phase 2, Lot 2 property, Phase 2, Lot 2 property and Phase 4, Lot 2 property).

7. All means of ingress and egress, driveways, walkways, parking, surface drainage facilities, water lines, sanitary sewer lines, electrical facilities and landscaped areas. Included within the means of ingress and egress is that certain public right-of-way having a frontage of fifty (50) feet on the Western side of the right-of-way of Waters Avenue (as widened), said public right-of-way consisting of .37 acres being more particularly shown on that certain subdivision map of Wilmock Subdivision, dated January, 1985, as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57, said public right-of-way being also shown on that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium), being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75.

8. Thirty-five (35) foot building setback line from the western edge of the right-of-way of Waters Avenue.

9. Fifty (50) foot buffer line along the Northern and Western boundary lines of Lot 2, Colony Park Residences (a Condominium).

PLANS

The plans pertaining to buildings 1, 2, and 10 and Buildings 3 and 4 and Buildings 7, 8 and 9, and the units as constructed on the submitted property, namely Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56, 8-57, 8-58, 8-59, 8-60, 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67 and 9-68, as presently constructed on the submitted property (Phase 1, Lot 2 property, Phase 2, Lot 2 property and Phase 4, Lot 2 property) are filed for record in the Office of the Clerk of the Superior Court of

Chatham County, Georgia, under "Condominium Plans" and are of record in Condominium Plat Book, Folio 75.

Said plans, entitled "Colony Park Condominiums for Wilmock, Inc., 7505 Waters Avenue, Savannah, Georgia," are dated November, 1984.

Said plans consist of 28 sheets, as follows:

- S-1 Foundation Plan - Bldgs. 1
- S-1 Foundation Plan - Bldgs. 2
- S-1 Foundation Plan - Bldgs. 3
- S-1 Foundation Plan - Bldgs. 4
- S-1 Foundation Plan - Bldgs. 10
- S-1 Foundation Plan - Bldgs. 7
- S-1 Foundation Plan - Bldgs. 8
- S-1 Foundation Plan - Bldgs. 9

- A-1 First Floor Plan - Bldgs. 1
- A-2 Second Floor Plan - Bldgs. 1
- A-1 First Floor Plan - Bldgs. 2
- A-2 Second Floor Plan - Bldgs. 2
- A-1 First Floor Plan - Bldgs. 3
- A-2 Second Floor Plan - Bldgs. 3
- A-1 First Floor Plan - Bldgs. 4
- A-2 Second Floor Plan - Bldgs. 4
- A-1 First Floor Plan - Bldgs. 10
- A-2 Second Floor Plan - Bldgs. 10
- A-1 First Floor Plan - Bldgs. 7
- A-2 Second Floor Plan - Bldgs. 7
- A-1 First Floor Plan - Bldgs. 9
- A-2 Second Floor Plan - Bldgs. 9
- A-1A First Floor Plan - Bldgs. 8
- Second Floor Plan - Bldgs. 8

- A-4 Rear Elevation - Bldgs. 1
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 2
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 3
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 4
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 10
and Interior Elevations
- A-5 Second Floor Framing Plan
- A-6 Roof Framing Plan and Plumbing Riser
Diagram
- A-7 Section and Stair Detail

Note: The Rear Elevation and Interior Elevations for Building "7", "8", and "9" are identical to those depicted for Buildings "1", "2", "3", "4", and "10".

EXHIBIT "E"

376

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

UNIT INFORMATION

UNIT AND BOUNDARIES THEREOF:

General:

Each Unit, on the ground floor and second floor, shall include all space within the boundaries thereof to the extent that walls, ceilings and floors are the boundaries of the Unit; all doors and windows therein, and all lath, wallboard, plaster board, plaster, paneling, molding, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surface thereof, shall be a part of such unit, while all other portions of such walls, floors, ceilings and roof shall be deemed a part of the common elements and not included within the Unit. The Unit shall not include the structural part of the walls, floors, ceilings and interior roofing. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be a part of that Unit, while any portions thereof serving more than one (1) Unit or any portion of a common element shall be a part of the common elements. All space, interior partitions, and other fixtures and improvements within the boundaries of a Unit shall be a part of that Unit.

The Ground Floor Unit:

The boundaries of each ground floor Unit are the innermost sides of the stud-framing of the walls (to which is affixed sheet rock, paneling, or other wall coverings) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundary of each ground floor Unit is a concrete slab. The upper boundaries of each ground floor Unit

are the interiormost face of the ceiling framing or joist (to which sheet rock or other ceiling material is affixed).

Second Floor Units:

The boundaries of each upper floor Unit are the innermost side of the stud-framing of the walls (to which is affixed sheet rock, paneling or other wall covering) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundaries of the second floor Units are the upper surface of the wood studs or floor joists (to which is affixed the sub-flooring of the Unit). The upper boundaries of the second floor Units are the innermost surface of the ceiling framing, studs or ceiling joists (to which is affixed the outer ceiling material). The second floor units may have as limited common space the storage area provided above the ceiling of the particular Unit and the expense of maintaining such shall be that of the particular Unit owner.

Ownership of Each Unit:

The ownership of each unit shall include, and there shall pass with each Unit as appurtenant thereto, whether or not separately described in the conveyance thereof, that fractional share of the right, title and interest attributable to such Unit in the common areas, together with membership and pertinent vote in the Association.

Maintenance:

Subject to other provisions herein, each Unit owner shall be responsible for the maintenance and repair, at such owner's expense, of his Unit, including all connections of conduits, ducts, plumbing, wiring and other facilities for utility services contained within the Unit, all exterior lighting for the individual Unit, and heating and air-conditioning equipment pertaining to said Unit (whether contained within or without the Unit) and such maintenance, repair and replacement work shall be done by said Unit owner without disturbing the rights of other owners.

Number of Rooms per Unit:

Units within Buildings 1, 2, and 10, and 3 and 4, and 7, 8 and 9 as originally constructed, including number of rooms, are generally described as follows:

378

BUILDING "1"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
1-1	5	2	3	1	1	NO
1-2	5	2	3	1	1	NO
1-3	5	2	3	1	1	NO
1-4	5	2	3	1	1	NO
1-5	5	2	3	1	1	NO
1-6	5	2	3	1	1	NO
1-7	5	2	3	1	1	NO
1-8	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "2"

379

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
2-9	5	2	3	1	1	NO
2-10	5	2	3	1	1	NO
2-11	5	2	3	1	1	NO
2-12	5	2	3	1	1	NO
2-13	5	2	3	1	1	NO
2-14	5	2	3	1	1	NO
2-15	5	2	3	1	1	NO
2-16	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

380

BUILDING "10"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
10-69	5	2	3	1	1	NO
10-70	5	2	3	1	1	NO
10-71	5	2	3	1	1	NO
10-72	5	2	3	1	1	NO
10-73	5	2	3	1	1	NO
10-74	5	2	3	1	1	NO
10-75	5	2	3	1	1	NO
10-76	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "3"

381

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
3-17	5	2	3	1	1	NO
3-18	5	2	3	1	1	NO
3-19	5	2	3	1	1	NO
3-20	5	2	3	1	1	NO
3-21	5	2	3	1	1	NO
3-22	5	2	3	1	1	NO
3-23	5	2	3	1	1	NO
3-24	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

382

BUILDING "4"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
4-25	5	2	3	1	1	NO
4-26	5	2	3	1	1	NO
4-27	5	2	3	1	1	NO
4-28	5	2	3	1	1	NO
4-29	5	2	3	1	1	NO
4-30	5	2	3	1	1	NO
4-31	5	2	3	1	1	NO
4-32	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "7"

383

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
7-49	5	2	3	1	1	NO
7-50	5	2	3	1	1	NO
7-51	5	2	3	1	1	NO
7-52	5	2	3	1	1	NO
7-53	5	2	3	1	1	NO
7-54	5	2	3	1	1	NO
7-55	5	2	3	1	1	NO
7-56	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
8-57	5	2	3	1	1	NO
8-58	5	2	3	1	1	NO
8-59	5	2	3	1	1	NO
8-60	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "9"

385

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
9-61	5	2	3	1	1	NO
9-62	5	2	3	1	1	NO
9-63	5	2	3	1	1	NO
9-64	5	2	3	1	1	NO
9-65	5	2	3	1	1	NO
9-66	5	2	3	1	1	NO
9-67	5	2	3	1	1	NO
9-68	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

Floor Level, Unit Number, and Approximate Square Footage of Each Unit:

The floor level, Unit number, and approximate square footage of each Unit contained within Buildings "1," "2," and "10" of the Phase One (1), Lot Two (2) property (submitted property) are as follows:

BUILDING "1"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	1-1	902
Upper	1-2	902
Lower	1-3	902
Upper	1-4	902
Lower	1-5	902
Upper	1-6	902
Lower	1-7	902
Upper	1-8	902

BUILDING "2"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	2-9	902
Upper	2-10	902
Lower	2-11	902
Upper	2-12	902
Lower	2-13	902
Upper	2-14	902
Lower	2-15	902
Upper	2-16	902

BUILDING "10"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	10-69	902
Upper	10-70	902
Lower	10-71	902
Upper	10-72	902
Lower	10-73	902
Upper	10-74	902
Lower	10-75	902
Upper	10-76	902

BUILDING "3"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	3-17	902
Upper	3-18	902
Lower	3-19	902
Upper	3-20	902
Lower	3-21	902
Upper	3-22	902
Lower	3-23	902
Upper	3-24	902

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BUILDING "4"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	4-25	902
Upper	4-26	902
Lower	4-27	902
Upper	4-28	902
Lower	4-29	902
Upper	4-30	902
Lower	4-31	902
Upper	4-32	902

BUILDING "7"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	7-49	902
Upper	7-50	902
Lower	7-51	902
Upper	7-52	902
Lower	7-53	902
Upper	7-54	902
Lower	7-55	902
Upper	7-56	902

BUILDING "8"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	8-57	902
Upper	8-58	902
Lower	8-59	902
Upper	8-60	902

BUILDING "9"

389

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	9-61	902
Upper	9-62	902
Lower	9-63	902
Upper	9-64	902
Lower	9-65	902
Upper	9-66	902
Lower	9-67	902
Upper	9-68	902

(a)

Fractional Interest in Common Elements, Vote in Association, and Common Assessments.

The fractional interest in the common elements, vote in association, and common assessments appertaining to each Unit in buildings "1," "2," and "10" and buildings "3" and "4" (Phase 1, Lot 2 property and Phase 2, Lot 2 property - submitted property) and its owner are as follows:

BUILDING "1"Fractional Share of Interest in Common Elements, Vote in Association, and Common Assessments

<u>Unit Number</u>	
1-1	1/40th
1-2	1/40th
1-3	1/40th
1-4	1/40th
1-5	1/40th
1-6	1/40th
1-7	1/40th
1-8	1/40th

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BUILDING "2"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

2-9	1/40th
2-10	1/40th
2-11	1/40th
2-12	1/40th
2-13	1/40th
2-14	1/40th
2-15	1/40th
2-16	1/40th

BUILDING "10"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

10-69	1/40th
10-70	1/40th
10-71	1/40th
10-72	1/40th
10-73	1/40th
10-74	1/40th
10-75	1/40th
10-76	1/40th

BUILDING "3"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

3-17	1/40th
3-18	1/40th

3-19	1/40th
3-20	1/40th
3-21	1/40th
3-22	1/40th
3-23	1/40th
3-24	1/40th

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BUILDING "4"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

4-25	1/40th
4-26	1/40th
4-27	1/40th
4-28	1/40th
4-29	1/40th
4-30	1/40th
4-31	1/40th
4-32	1/40th

BUILDING "7"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

7-49	1/60th
7-50	1/60th
7-51	1/60th
7-52	1/60th
7-53	1/60th
7-54	1/60th
7-55	1/60th

392BUILDING "8"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

8-57	1/60th
8-58	1/60th
8-59	1/60th
8-60	1/60th

BUILDING "9"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

6-61	1/60th
9-62	1/60th
9-63	1/60th
9-64	1/60th
9-65	1/60th
9-66	1/60th
9-67	1/60th
9-68	1/60th

FORMULA FOR DETERMINING THE FRACTIONAL INTEREST IN THE COMMON ELEMENTS, VOTE IN ASSOCIATION, AND COMMON ASSESSMENTS, AP-
PERTAINING TO EACH UNIT AND ITS OWNER, SHOULD THE CONDOMINIUM
BE EXPANDED AS PROVIDED IN THE DECLARATION:

Each Unit Owner's fractional share of undivided interest, in and to the common elements, vote in the Association and common expense assessments, at any particular time, shall be based upon a fraction, of which the the numerator shall be the numeral "one (1)" and the denominator is the number of all Units of the Condominium (including additional Units constructed on additional property as the Condominium may be expanded as herein provided).

EXHIBIT "F-2"TODECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED SEPTEMBER 10, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379. FIRST AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK , FOLIO .

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - PARK SOUTH OFFICE CENTER (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

EXPANDED PLAT AND ADDITIONAL CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. This Expanded Plat and Additional Plans pertain to the Second Amendment to Declaration and add to the Condominium the Phase IV-Lot 2 Property on which are constructed Buildings "7", "8" and "9".

CERTIFICATE OF ARCHITECT

The undersigned, VERNON H. NOWELL, Georgia Registered Architect Number 1016, hereby certifies that he has visited the site of Colony Park Residences (a Condominium), Savannah, Chatham County, Georgia, west of Waters Avenue, and viewed the property, namely, Condominium Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, and 10-76; 3-

17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24, 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, and 4-32; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56, 8-57, 8-58, 8-59, 8-60, 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67 and 9-68 as constructed within Buildings "1," "2," and "10" and Buildings "3" and "4" and Buildings "7", "8" and "9" on the submitted property (Phase 1, Lot 2 property, Phase 2, Lot 2 property and Phase 4, Lot 2 property) and that, to the best of his knowledge, information and belief: (i) the exterior walls and roof of each structure are in place as shown on the plans; and (ii) such walls, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit have been sufficiently constructed so as to clearly establish the physical boundaries of each Unit.

THIS 13th day of December, 1985.


VERNON H. NOWELL, Georgia
Registered Architect No. 1016

EXHIBIT "F-2"TODECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED SEPTEMBER 10, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379. FIRST AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128-E, FOLIO 666. SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED AT DEED RECORD BOOK _____, FOLIO _____ IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA.

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - COLONY PARK RESIDENCES (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

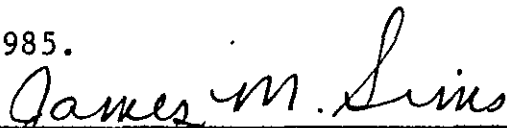
EXPANDED PLAT AND ADDITIONAL CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. This Expanded Plat and Additional Plans pertain to the Second Amendment to Declaration and add to the Condominium the Phase III and Phase IV-Lot 2 Property on which are constructed Buildings "5", "6", "7", "8" and "9".

CERTIFICATE OF REGISTERED LAND SURVEYOR

The undersigned, JAMES M. SIMS, Georgia Registered Land Surveyor Number 2280, hereby certifies that that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, Savannah, Georgia, prepared for Wilmock, Inc., plans entitled

"Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," dated June, 1985, and revised December 12, 1985 filed and recorded of record as hereinabove captioned is an accurate survey of the property shown and is in compliance with the provisions of §44-3-83 of the Official Code of Georgia, Annotated (Michie 1982) and §85-1620e (Harrison 1978 and Supp. 1984).

This 13th day of December, 1985.


JAMES M. SIMS, Georgia Registered
Land Surveyor Number 2280

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THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (a Condominium), Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC., a Georgia Corporation (hereinafter referred to as "Developer")

PURPOSE OF AMENDMENT: Expansion of the Condominium to include a portion of the former "Additional Property" as "Submitted Property", namely, the Phase 3-Lot 2 Property

ORIGINAL DECLARATION OF CONDOMINIUM RECORDED AT: Deed Record Book 128-A, Folio 379, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED AT: Deed Record Book 128-E, folio 666, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED AT: Deed Record Book 128-X, folio 361, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

ORIGINAL PLAT AND CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia

EXPANDED PLAT AND ADDITIONAL CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. This Expanded Plat and Additional Plans pertain to the Second and Third Amendments to Declaration and add to the Condominium the Phase III and Phase IV-Lot 2 Property on which are constructed Buildings "5", "6", "7", "8" and "9".

DATE: February 12, 1986

WHEREAS, WILMOCK, INC., as Declarant, a corporation organized and existing under the laws of the State of Georgia,

Filed For Record At 4:38 P M On The
20.5 Day Of Feb 19 86
Recorded In Record Book 128-X Folio 361
On The 20.5 Day Of Feb 19 86

CLERK SUPERIOR COURT, CHATHAM CO., GA.

RECORDED
FOR RECORD

ESC 172 ***** 7350 = 8258

having its principal office and place of business in Chatham County, Georgia, hereinafter referred to as "Developer", has heretofore submitted certain property to the provisions of the "Georgia Condominium Act", (Georgia Laws 1975, pp. 609 et seq.), codified as Chapter 85-16E, Code of Georgia Annotated, and as Title 44, Chapter 3, Article 3, Section 70 (Section 44-3-70 et seq.) of the Official Code of Georgia Annotated, 1981; and,

WHEREAS, the Developer is hereby exercising its option by now adding a portion of the additional property (having constructed thereon buildings "5" and "6") to the Declaration, (as amended) thereby submitting said portion of additional property to the provisions of the Georgia Condominium Act and the Declaration, (as amended).

NOW, THEREFORE, Developer, in accordance with the provisions of the Georgia Condominium Act, as amended from time to time, and in conformity with the provisions of the Declaration of Condominium dated September 10, 1985, as amended by First Amendment to Declaration dated October 1, 1985 and as amended by Second Amendment to Declaration dated December 13, 1985, both recorded as aforesaid, does hereby make and publish this Third Amendment to said Declaration:

AMENDED DECLARATION

Developer hereby publishes and makes this Third Amendment to Declaration as to the divisions, covenants, restrictions, conditions, limitations and uses to which the portion of additional property now submitted hereto, namely,

Phase Three (3) - Lot 2 property, and improvements now and hereafter constructed thereon [which improvements include Buildings "5" and "6", each containing eight (8) units] specifying that this Third Amendment to Declaration and the original Declaration and the First Amendment and Second Amendment thereto shall constitute covenants to run with the land, binding upon Developer, its successors and assigns, and all subsequent owners of any part of the property or improvements, their lessees, grantees, heirs, executors, administrators, representatives, devisees, successors and assigns, and does hereby establish and submit the Phase Three (3) - Lot 2 property (described on Exhibit "B" attached hereto) to the provisions of the Condominium Act and the original Declaration (as heretofore amended), and after the recording of this Third Amendment to Declaration, said property shall be held and sold subject to the provisions of said Act and the terms and conditions set forth in the Declaration (as heretofore and hereafter amended) said property hereinafter sometimes referred to as the "Submitted Property".

SUBMISSION OF PORTION OF ADDITIONAL PROPERTY AND
AMENDMENT OF DECLARATION OF CONDOMINIUM

The Phase Three (3) - Lot 2 property as set forth and fully described in Exhibit "C" attached to the original Declaration of Condominium is hereby submitted to the provisions of the Act and said Declaration is hereby amended as follows:

1. Exhibit "B" attached to the original Declaration of Condominium describing the property originally submitted to the Declaration is hereby amended by adding thereto the Phase Three (3) - Lot 2 property (1.55 acres), so as amended said Exhibit "B" in its entirety will read as attached hereto and marked Exhibit "B" (Third Amendment), which Exhibit, by this reference, is incorporated herein and made a part hereof.

2. Exhibit "C" attached to the original Declaration is hereby amended by deleting it in its entirety.

3. Exhibit "D" attached to the original Declaration of Condominium is hereby amended by deleting the same and substituting in lieu thereof Exhibit "D" (Third Amendment) as attached hereto and by reference incorporated herein and made a part hereof.

4. Exhibit "E" attached to the original Declaration of Condominium is hereby amended by deleting the same and substituting in lieu thereof Exhibit "E" (Third Amendment) as attached hereto and by reference incorporated herein and made a part hereof.

5. Exhibit "F-3" (Third Amendment)", namely, the certificate of the registered land surveyor and the certificate of the architect, as attached hereto is by reference incorporated herein and made a part hereof.

AUTHORS

This Third Amendment to Declaration was prepared by Albert N. Remler and DeVaul L. Henderson, Jr. of the law firm of Remler & Henderson, 7370 Hodgson Memorial Drive, Suite A-9,

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Savannah, Chatham County, Georgia, 31406.

Said original Declaration of Condominium, as heretofore and hereby amended, is hereby ratified and re-published by Developer.

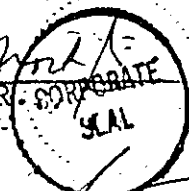
IN WITNESS WHEREOF, the undersigned has caused these premises to be executed in its corporate name with its corporate seal affixed, all by its duly authorized officers on the date and year first above written.

WILMOCK, INC.

Signed, sealed and delivered in the presence of:

By:

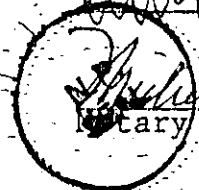
William M. Mock, Jr.
WILLIAM M. MOCK, JR.
President



Attest:

DeVaul L. Henderson, Jr.
DEVAUL L. HENDERSON, JR.
Assistant Secretary

(CORPORATE SEAL)



Michele Henderson
MICHELE HENDERSON
Notary Public, Chatham County, GA
My Commission Expires Nov. 26, 1968.

EXHIBIT "B" THIRD AMENDMENT

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

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PROPERTY OF OWNER

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

PROPERTY HEREBY SUBMITTED TO THE DECLARATION

PHASE 1 - LOT 2 PROPERTY (2.03 ACRES), PHASE 2 - LOT 2 PROPERTY (1.13 ACRES)
PHASE 3 - LOT 2 PROPERTY (1.55 ACRES) and PHASE 4 - LOT 2 PROPERTY (1.44 ACRES)

ALL that certain lot, tract or parcel of land, situate, lying and being in the City of Savannah, 6th G. M. District of Chatham County, Georgia, consisting of 6.15 acres and being designated as LOT TWO (2), according to a certain subdivision map prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated January 1985, entitled "Wilmock Subdivision, being a subdivision of portions of LOTS THIRTY-ONE (31), THIRTY-TWO (32) and THIRTY-THREE (33) of the East Chippewa Tract, 6th G. M. District, Savannah, Chatham County, Georgia" as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57, being also shown on a certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, for Wilmock, Inc., dated June, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium), being Lots One (1) and Two (2), of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia" as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book; Folio 75, said LOT TWO (2) property [consisting of Phases One (1), Two (2), Three (3), and Four (4)] being more particularly described as follows:

Commencing on the Western boundary line of the right-of-way of Waters Avenue, at a point being the Southeast corner of Lot 1 Highland Park Subdivision; running thence North 74°07'20" West for a distance of 10.0 feet to a point, being a concrete monument located at the Northeast corner of Phase 1 of Lot 1 - Park South Office Center (a condominium); running thence South 17°04'00" West along the Western edge of the right-of-way of Waters Avenue (as widened) for a distance of 499.82 feet to a point located on the Northern boundary line of Lot "A", Christopher Subdivision; running thence North 74°10'35" West for a distance of 311.16 feet to a concrete monument; running thence North 74°00'20" West for a distance of 8.84 feet to a point, said point being the POINT OF BEGINNING; running thence North 74°00'20" West for a distance of 91.16 feet to a concrete monument; running thence North 73°58'20" West for a distance of 451.23 feet to a concrete monument; running thence North 17°08'25" East for a distance of 499.17 feet to a point; running thence South 74°04'15" East for a distance of 451.53 feet to a concrete monument; running thence South 74°07'20" East for a distance of 79.39 feet to a point; running thence South 15°49'25" West for a distance of 500 feet to the point of beginning; said Lot 2 consisting of 6.15 acres being generally bounded on the North

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by Lots of Highland Park Subdivision; on the East by Lot 1 of Wilmock Subdivision (Park South Office Center, a condominium); on the South by Lots of Christopher Subdivision; and on the West by Lots of Highland Park Subdivision; for a more particular description of said Lot of 6.15 acres reference is hereby made to the aforesaid recorded subdivision map and survey plat, which by reference are incorporated herein and made a part hereof.

NOTE 1: The above described Lot 2, consisting of 6.15 acres, includes four (4) phases thereof namely, Phases 1, 2, 3, and 4, consisting of 2.03 acres, 1.13 acres, 1.55 acres, and 1.44 acres respectively, is hereby submitted to the Act and the Declaration.

NOTE 2: The above described property has constructed thereon ten (buildings or structures designated as Buildings "1" "2" "3" "4" "5" "6", "7" "8", "9", "10". Buildings "1", "2", "3", "4", "5", "6", "7", "9" and "10" each containing eight (8) units and Building "8" containing four (4) units. Buildings "1", "2", and "10" are included in Phase One (1); buildings "3" and "4" are included in Phase Two (2); buildings "5" and "6" are included in Phase Three (3); and buildings "7", "8" and "9" are included within Phase IV.

EXHIBIT "D" THIRD AMENDMENT

TO

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DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

DESCRIPTION AND DESIGNATION OF PLATS AND PLANS

PLAT

That certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, (Roy Hussey, Georgia Registered Land Surveyor No. 1212), Savannah, Georgia, prepared for Wilmock, Inc., entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots 1 and 2 of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," dated June, 1985, revised December 12, 1985 as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75, which plat by this reference is incorporated herein and made a part hereof. Said survey plat shows the following:

1. The perimeter boundary lines of the overall property as owned by the Developer and contemplated to be made subject to this Declaration, all as more particularly described in Exhibit "A" attached to this Declaration and by reference incorporated herein and made a part hereof. Said overall property consists of 6.15 acres.

2. The Lot One (1) property consisting of 3.37 acres with Phases 1 and 2 thereof, which property is not subject to this Declaration nor does any portion thereof constitute additional property that may later be so submitted. Said Lot 1 property is owned by the Developer and is being developed as a separate nonresidential condominium.

3. The Phase 1, Lot Two (2) (2.03 acres) property, the Phase 2, Lot Two (2) (1.13 acres), the Phase 3 - Lot Two (2) (1.55 acres), and the Phase 4 - Lot Two (2) (1.44 acres) property as shown on said plat constitutes the submitted property at the time of the filing of this Declaration as amended. exact metes and bounds are shown fully thereon and constitute the submitted property described in Exhibit "B" attached to this Declaration and by reference incorporated herein and made a part hereof. The actual location of Buildings "1", "2", "3", "4", "5", "6", "7", "9" and "10," each containing eight (8) units, and Building "8" containing four (4) units, namely, Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-39, 5-40; 6-41, 6-42, 6-43, 6-44, 6-45, 6-46, 6-47, 6-48; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56; 8-57, 8-58, 8-59,

8-60; 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67, 9-68; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76, are shown on said plat as within the submitted property. The odd numbered units are the lower units and the even numbered units are the upper units. The building number is designated first, with the unit number second, following the dash.

4. The location and dimensions of the submitted property and the location and dimensions of all structural improvements on the submitted property. The location and dimensions of said structural improvements are shown by the outline of Buildings "1," "2," "3," "4," "5," "6," "7," "8," "9" and "10" and the individual Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-39, 5-40; 6-41, 6-42, 6-43, 6-44, 6-45, 6-46, 6-47, 6-48; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56; 8-57, 8-58, 8-59, 8-60; 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67, 9-68; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; as presently constructed on the submitted property.

5. The common elements (including limited common), constituting all of the submitted property (Phase 1, Lot 2 property) that is not contained within Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-39, 5-40; 6-41, 6-42, 6-43, 6-44, 6-45, 6-46, 6-47, 6-48; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56; 8-57, 8-58, 8-59, 8-60; 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67, 9-68; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76; as presently constructed on the submitted property.

6. All means of ingress and egress, driveways, walkways, parking, surface drainage facilities, water lines, sanitary sewer lines, electrical facilities and landscaped areas. Included within the means of ingress and egress is that certain public right-of-way having a frontage of fifty (50) feet on the Western side of the right-of-way of Waters Avenue (as widened), said public right-of-way consisting of .37 acres being more particularly shown on that certain subdivision map of Wilmock Subdivision, dated January, 1985, as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 57, said public right-of-way being also shown on that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, dated June, 1985, and revised December 12, 1985, entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium), being Lots One (1) and Two (2) of the Wilmock Subdivision, 6th G. M. District, Savannah, Chatham County, Georgia," as recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book, Folio 75.

7. Thirty-five (35) foot building setback line from the western edge of the right-of-way of Waters Avenue.

8. Fifty (50) foot buffer line along the Northern and Western boundary lines of Lot 2, Colony Park Residences (a Condominium).

PLANS

The plans pertaining to buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 and the units as constructed on the submitted property, namely Units 1-1, 1-2, 1-3,

1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-39, 5-40; 6-41, 6-42, 6-43, 6-44, 6-45, 6-46, 6-47, 6-48; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56; 8-57, 8-58, 8-59, 8-60; 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67, 9-68; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75 and 10-76 are filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, under "Condominium Plans" and are of record in Condominium Plat Book, Folio 75.

Said plans, entitled "Colony Park Condominiums for Wilmock, Inc., 7505 Waters Avenue, Savannah, Georgia," are dated November, 1984.

Said plans consist of 45 sheets, as follows:

- S-1 Foundation Plan - Bldgs. 1
- S-1 Foundation Plan - Bldgs. 2
- S-1 Foundation Plan - Bldgs. 3
- S-1 Foundation Plan - Bldgs. 4
- S-1 Foundation Plan - Bldgs. 10
- S-1 Foundation Plan - Bldgs. 7
- S-1 Foundation Plan - Bldgs. 8
- S-1 Foundation Plan - Bldgs. 9

- A-1 First Floor Plan - Bldgs. 1
- A-2 Second Floor Plan - Bldgs. 1
- A-1 First Floor Plan - Bldgs. 2
- A-2 Second Floor Plan - Bldgs. 2
- A-1 First Floor Plan - Bldgs. 3
- A-2 Second Floor Plan - Bldgs. 3
- A-1 First Floor Plan - Bldgs. 4
- A-2 Second Floor Plan - Bldgs. 4
- A-1 First Floor Plan - Bldgs. 5
- A-2 Second Floor Plan - Bldgs. 5
- A-1 First Floor Plan - Bldgs. 6
- A-2 Second Floor Plan - Bldgs. 6
- A-3 Front Elevation - Bldgs. 5
- A-3 Left Side Elevation - Bldgs. 5
- A-3 Front Elevation - Bldgs. 6
- A-3 Left Side Elevation - Bldgs. 6
- A-1 First Floor Plan - Bldgs. 10
- A-2 Second Floor Plan - Bldgs. 10
- A-1 First Floor Plan - Bldgs. 7
- A-2 Second Floor Plan - Bldgs. 7
- A-1 First Floor Plan - Bldgs. 9
- A-2 Second Floor Plan - Bldgs. 9
- A-1A First Floor Plan - Bldgs. 8
- A-2A Second Floor Plan - Bldgs. 8

- A-4 Rear Elevation - Bldgs. 1
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 2
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 3
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 4
and Interior Elevations

820

- A-4 Rear Elevation - Bldgs. 5
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 6
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 10
and Interior Elevations
- A-5 Second Floor Framing Plan
- A-6 Roof Framing Plan and
Plumbing Riser Diagram
- A-7 Section and Stair Detail
- A-4 Rear Elevation - Bldgs. 7
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 8
and Interior Elevations
- A-4 Rear Elevation - Bldgs. 9
and Interior Elevations

NOTE: The foundation plan for buildings "5" and "6" is the same as that for buildings "1", "2" and "10".

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

(WILMOCK, INC., AS THE DECLARANT AND DEVELOPER)

UNIT INFORMATION

UNIT AND BOUNDARIES THEREOF:

General:

Each Unit, on the ground floor and second floor, shall include all space within the boundaries thereof to the extent that walls, ceilings and floors are the boundaries of the Unit; all doors and windows therein, and all lath, wallboard, plaster board, plaster, paneling, molding, tiles, wallpaper, paint, finish flooring, and any other materials constituting any part of the finished surface thereof, shall be a part of such unit, while all other portions of such walls, floors, ceilings and roof shall be deemed a part of the common elements and not included within the Unit. The Unit shall not include the structural part of the walls, floors, ceilings and interior roofing. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be a part of that Unit, while any portions thereof serving more than one (1) Unit or any portion of a common element shall be a part of the common elements. All space, interior partitions, and other fixtures and improvements within the boundaries of a Unit shall be a part of that Unit.

The Ground Floor Unit:

The boundaries of each ground floor Unit are the innermost sides of the stud-framing of the walls (to which is affixed sheet rock, paneling, or other wall coverings) enclosing such Unit, with the Unit consisting of the various rooms, hallways

and closets. The lower boundary of each ground floor Unit is a concrete slab. The upper boundaries of each ground floor Unit are the interiormost face of the ceiling framing or joist (to which sheet rock or other ceiling material is affixed).

Second Floor Units:

The boundaries of each upper floor Unit are the innermost side of the stud-framing of the walls (to which is affixed sheet rock, paneling or other wall covering) enclosing such Unit, with the Unit consisting of the various rooms, hallways and closets. The lower boundaries of the second floor Units are the upper surface of the wood studs or floor joists (to which is affixed the sub-flooring of the Unit). The upper boundaries of the second floor Units are the innermost surface of the ceiling framing, studs or ceiling joists (to which is affixed the outer ceiling material). The second floor units may have as limited common space the storage area provided above the ceiling of the particular Unit and the expense of maintaining such shall be that of the particular Unit owner.

Ownership of Each Unit:

The ownership of each unit shall include, and there shall pass with each Unit as appurtenant thereto, whether or not separately described in the conveyance thereof, that fractional share of the right, title and interest attributable to such Unit in the common areas, together with membership and pertinent vote in the Association.

Maintenance:

Subject to other provisions herein, each Unit owner shall be responsible for the maintenance and repair, at such owner's expense, of his Unit, including all connections of conduits, ducts, plumbing, wiring and other facilities for utility services contained within the Unit, all exterior lighting for the individual Unit, and heating and air-conditioning equipment pertaining to said Unit (whether contained within or without the Unit) and such maintenance, repair and replacement work shall be done by said Unit owner without disturbing the rights of other owners.

Number of Rooms per Unit:

Units within Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 are generally described as follows:

BUILDING "1"

823

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
1-1	5	2	3	1	1	NO
1-2	5	2	3	1	1	NO
1-3	5	2	3	1	1	NO
1-4	5	2	3	1	1	NO
1-5	5	2	3	1	1	NO
1-6	5	2	3	1	1	NO
1-7	5	2	3	1	1	NO
1-8	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

824

BUILDING "2"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
2-9	5	2	3	1	1	NO
2-10	5	2	3	1	1	NO
2-11	5	2	3	1	1	NO
2-12	5	2	3	1	1	NO
2-13	5	2	3	1	1	NO
2-14	5	2	3	1	1	NO
2-15	5	2	3	1	1	NO
2-16	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "3"

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
3-17	5	2	3	1	1	NO
3-18	5	2	3	1	1	NO
3-19	5	2	3	1	1	NO
3-20	5	2	3	1	1	NO
3-21	5	2	3	1	1	NO
3-22	5	2	3	1	1	NO
3-23	5	2	3	1	1	NO
3-24	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
4-25	5	2	3	1	1	NO
4-26	5	2	3	1	1	NO
4-27	5	2	3	1	1	NO
4-28	5	2	3	1	1	NO
4-29	5	2	3	1	1	NO
4-30	5	2	3	1	1	NO
4-31	5	2	3	1	1	NO
4-32	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "5"

827

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
5-33	5	2	3	1	1	NO
5-34	5	2	3	1	1	NO
5-35	5	2	3	1	1	NO
5-36	5	2	3	1	1	NO
5-37	5	2	3	1	1	NO
5-38	5	2	3	1	1	NO
5-39	5	2	3	1	1	NO
5-40	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

828

BUILDING "6"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
6-41	5	2	3	1	1	NO
6-42	5	2	3	1	1	NO
6-43	5	2	3	1	1	NO
6-44	5	2	3	1	1	NO
6-45	5	2	3	1	1	NO
6-46	5	2	3	1	1	NO
6-47	5	2	3	1	1	NO
6-48	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "7"

829

<u>Unit No.</u> <u>(Identi-</u> <u>fication)</u>	<u>No. of</u> <u>Rooms</u>	<u>No. of</u> <u>Rest-</u> <u>rooms</u>	<u>No. of</u> <u>Closets</u>	<u>No. of</u> <u>Halls</u>	<u>HVAC</u> <u>Closet</u>	<u>Construction</u> <u>Deviates from</u> <u>Plans (YES/NO)</u>
7-49	5	2	3	1	1	NO
7-50	5	2	3	1	1	NO
7-51	5	2	3	1	1	NO
7-52	5	2	3	1	1	NO
7-53	5	2	3	1	1	NO
7-54	5	2	3	1	1	NO
7-55	5	2	3	1	1	NO
7-56	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

830

BUILDING "8"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
8-57	5	2	3	1	1	NO
8-58	5	2	3	1	1	NO
8-59	5	2	3	1	1	NO
8-60	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

BUILDING "9"

831

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
9-61	5	2	3	1	1	NO
9-62	5	2	3	1	1	NO
9-63	5	2	3	1	1	NO
9-64	5	2	3	1	1	NO
9-65	5	2	3	1	1	NO
9-66	5	2	3	1	1	NO
9-67	5	2	3	1	1	NO
9-68	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

832

BUILDING "10"

<u>Unit No. (Identi- fication)</u>	<u>No. of Rooms</u>	<u>No. of Rest- rooms</u>	<u>No. of Closets</u>	<u>No. of Halls</u>	<u>HVAC Closet</u>	<u>Construction Deviates from Plans (YES/NO)</u>
10-69	5	2	3	1	1	NO
10-70	5	2	3	1	1	NO
10-71	5	2	3	1	1	NO
10-72	5	2	3	1	1	NO
10-73	5	2	3	1	1	NO
10-74	5	2	3	1	1	NO
10-75	5	2	3	1	1	NO
10-76	5	2	3	1	1	NO

NOTES: Odd numbered Units are on the lower or ground floor level and even numbered Units are on the upper or second floor level. The first numeral indicates the building number and the second numeral, following a dash (-), indicates the unit number.

Any deviations as above-indicated are interior only and do not affect or change the Unit boundaries.

(1)

(2)

(3)

(4)

(5)

Floor Level, Unit Number, and Approximate Square Footage of Each Unit:

The floor level, Unit number, and approximate square footage of each Unit contained within Buildings "1", "2", "3", "4", "5", "6", "7", "8", "9" and "10" within the Phase One (1), Two (2), Three (3) and Four (4), Lot Two (2) property (submitted property) are as follows:

BUILDING "1"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	1-1	902
Upper	1-2	902
Lower	1-3	902
Upper	1-4	902
Lower	1-5	902
Upper	1-6	902
Lower	1-7	902
Upper	1-8	902

BUILDING "2"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	2-9	902
Upper	2-10	902
Lower	2-11	902
Upper	2-12	902
Lower	2-13	902
Upper	2-14	902
Lower	2-15	902
Upper	2-16	902

834

BUILDING "3"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	3-17	902
Upper	3-18	902
Lower	3-19	902
Upper	3-20	902
Lower	3-21	902
Upper	3-22	902
Lower	3-23	902
Upper	3-24	902

BUILDING "4"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	4-25	902
Upper	4-26	902
Lower	4-27	902
Upper	4-28	902
Lower	4-29	902
Upper	4-30	902
Lower	4-31	902
Upper	4-32	902

BUILDING "5"

835

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	5-33	902
Upper	5-34	902
Lower	5-35	902
Upper	5-36	902
Lower	5-37	902
Upper	5-38	902
Lower	5-39	902
Upper	5-40	902

BUILDING "6"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	6-41	902
Upper	6-42	902
Lower	6-43	902
Upper	6-44	902
Lower	6-45	902
Upper	6-46	902
Lower	6-47	902
Upper	6-48	902

836

BUILDING "7"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	7-49	902
Upper	7-50	902
Lower	7-51	902
Upper	7-52	902
Lower	7-53	902
Upper	7-54	902
Lower	7-55	902
Upper	7-56	902

BUILDING "8"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	8-57	902
Upper	8-58	902
Lower	8-59	902
Upper	8-60	902

BUILDING "9"

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	9-61	902
Upper	9-62	902
Lower	9-63	902
Upper	9-64	902
Lower	9-65	902
Upper	9-66	902
Lower	9-67	902
Upper	9-68	902

BUILDING "10"

837

<u>Floor Level</u>	<u>Unit Number</u>	<u>Approximate Sq. Footage</u>
Lower	10-69	902
Upper	10-70	902
Lower	10-71	902
Upper	10-72	902
Lower	10-73	902
Upper	10-74	902
Lower	10-75	902
Upper	10-76	902

(a)

Fractional Interest in Common Elements, Vote in Association, and Common Assessments.

The fractional interest in the common elements, vote in association, and common assessments appertaining to each Unit in buildings "1", "2", "3", "4", "5", "6", "7", "8", "9" and "10" within the Phase One (1), Two (2), Three (3) and Four (4), Lot Two (2) property (submitted property) and its owner are as follows:

BUILDING "1"Fractional Share of Interest in Common Elements, Vote in Association, and Common Assessments

<u>Unit Number</u>	
1-1	1/40th
1-2	1/40th
1-3	1/40th
1-4	1/40th
1-5	1/40th
1-6	1/40th
1-7	1/40th
1-8	1/40th

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BUILDING "2"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

2-9	1/40th
2-10	1/40th
2-11	1/40th
2-12	1/40th
2-13	1/40th
2-14	1/40th
2-15	1/40th
2-16	1/40th

BUILDING "3"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

3-17	1/40th
3-18	1/40th
3-19	1/40th
3-20	1/40th
3-21	1/40th
3-22	1/40th
3-23	1/40th
3-24	1/40th

BUILDING "4"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

4-25	1/40th
4-26	1/40th

4-27	1/40th
4-28	1/40th
4-29	1/40th
4-30	1/40th
4-31	1/40th
4-32	1/40th

BUILDING "5"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

5-33	1/76th
5-34	1/76th
5-35	1/76th
5-36	1/76th
5-37	1/76th
5-38	1/76th
5-39	1/76th
5-40	1/76th

BUILDING "6"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

6-41	1/76th
6-42	1/76th
6-43	1/76th
6-44	1/76th
6-45	1/76th
6-46	1/76th

6-47

1/76th

6-48

1/76th

BUILDING "7"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

7-49	1/60th
7-50	1/60th
7-51	1/60th
7-52	1/60th
7-53	1/60th
7-54	1/60th
7-55	1/60th
7-56	1/60th

BUILDING "8"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

8-57	1/60th
8-58	1/60th
8-59	1/60th
8-60	1/60th

BUILDING "9"

Fractional Share of Interest in
Common Elements, Vote in Association,
and Common Assessments

Unit Number

6-61	1/60th
9-62	1/60th
9-63	1/60th

9-64	1/60th
9-65	1/60th
9-66	1/60th
9-67	1/60th
9-68	1/60th

BUILDING "10"Fractional Share of Interest in
Common Elements, Vote in Association,
and Common AssessmentsUnit Number

10-69	1/40th
10-70	1/40th
10-71	1/40th
10-72	1/40th
10-73	1/40th
10-74	1/40th
10-75	1/40th
10-76	1/40th

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EXHIBIT "F-3"

TO

DECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED SEPTEMBER 10, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379. FIRST AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128-E, FOLIO 666. SECOND AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128-X, FOLIO 361. THIRD AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK CONDO FOLIO 75.

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - COLONY PARK RESIDENCES (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

THIS EXPANDED PLAT AND ADDITIONAL PLANS PERTAIN TO THE SECOND AND THIRD AMENDMENT TO DECLARATION AND ADD TO THE CONDOMINIUM THE PHASE III AND PHASE IV - LOT 2 PROPERTY ON WHICH ARE CONSTRUCTED BUILDINGS "5", "6", "7", "8" and "9".

CERTIFICATE OF REGISTERED LAND SURVEYOR

The undersigned, JAMES M. SIMS, Georgia Registered Land Surveyor Number 2280, hereby certifies that that certain survey plat prepared by Hussey, Gay & Bell, Consulting Engineers, Savannah, Georgia, prepared for Wilmock, Inc., plans entitled "Colony Park Residences (a Condominium) and Park South Office Center (a Condominium) being Lots One (1) and Two (2) of the

Wilmock Subdivision, 6th G.M. District, Savannah, Chatham County, Georgia," dated June, 1985, filed and recorded of record as hereinabove captioned is an accurate survey of the property shown and is in compliance with the provisions of §44-3-83 of the Official Code of Georgia, Annotated (Michie 1982) and §85-1620e (Harrison 1978 and Supp. 1984).

This 12th day of February, 1986.


JAMES M. SIMS, Georgia Registered
Land Surveyor Number 2280

TODECLARATION OF CONDOMINIUM

COLONY PARK RESIDENCES (A Condominium)
Savannah, Chatham County, Georgia

DECLARANT: WILMOCK, INC.

DECLARATION OF CONDOMINIUM DATED SEPTEMBER 10, 1985.

DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED RECORD BOOK 128-A, FOLIO 379. FIRST AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128-E, FOLIO 666. SECOND AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK 128-X, FOLIO 361. THIRD AMENDMENT TO DECLARATION RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED RECORD BOOK CONDO, FOLIO 75.

SURVEY PLAT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN CONDOMINIUM PLAT BOOK, FOLIO 75.

PLANS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, UNDER CONDOMINIUM PLANS - PARK SOUTH OFFICE CENTER (A CONDOMINIUM) - IN CONDOMINIUM PLAT BOOK, FOLIO 75.

EXPANDED PLAT AND ADDITIONAL CONDOMINIUM PLANS RECORDED AT: Condominium Plat Book, folio 75, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. This Expanded Plat and Additional Plans pertain to the Second Amendment to Declaration and add to the Condominium the Phase IV-Lot 2 Property on which are constructed Buildings "7", "8" and "9".

CERTIFICATE OF ARCHITECT

The undersigned, VERNON H. NOWELL, Georgia Registered Architect Number 1016, hereby certifies that he has visited the site of Colony Park Residences (a Condominium), Savannah,

Chatham County, Georgia, west of Waters Avenue, and viewed the property, namely, Condominium Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8; 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16; 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 3-23, 3-24; 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32; 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-39, 5-40; 6-41, 6-42, 6-43, 6-44, 6-45, 6-46, 6-47, 6-48; 7-49, 7-50, 7-51, 7-52, 7-53, 7-54, 7-55, 7-56; 8-57, 8-58, 8-59, 8-60; 9-61, 9-62, 9-63, 9-64, 9-65, 9-66, 9-67, 9-68; 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, and 10-76; as constructed within Buildings "1", "2", "3", "4", "5", "6", "7", "8", "9" and "10" (Phase 1, Lot 2 property, Phase 2, Lot 2 property, Phase 3, Lot 2 property and Phase 4, Lot 2 property) and that, to the best of his knowledge, information and belief: (i) the exterior walls and roof of each structure are in place as shown on the plans; and (ii) such walls, partitions, floors and ceilings, to the extent shown on said plans as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit have been sufficiently constructed so as to clearly establish the physical boundaries of each Unit.

THIS 12th day of February, 1986.


VERNON H. NOWELL, Georgia
Registered Architect No. 1016

3/20/2007 1:37pm KAT
PAID: 22.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Prepared by:
Inglesby, Falligant, Horne,
Courington & Chisholm, P.C.
P.O. Box 1368
Savannah, Georgia 31402-1368
Attn: Margaret S. Puccini, Esq.

Please Cross Reference:
Deed Book 128-A page 379
Deed Book 128-E page 666
Deed Book 128-X page 361
Deed Book 129N page 810

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**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
for
Colony Park Residences
(A Condominium)**

Savannah, Chatham County, Georgia

Recording References:

**Original Plat and Expanded Plat recorded in Condominium Plan Book 1,
page 75, Chatham County, Georgia records.**

**Original Plans and Additional Plans recorded in Condominium Plan Book 1,
page 75, Chatham County, Georgia records.**

**Fourth Amendment to
DECLARATION OF CONDOMINIUM
for
Colony Park Residences
(A Condominium)**

Savannah, Chatham County, Georgia

This Fourth Amendment to Declaration of Condominium is made this _____ day of _____, 2007, by **Colony Park Unit Owners' Association, Inc.**, a Georgia corporation (hereinafter referred to as the "Association").

RECITALS:

A. The Association is the designated condominium association pursuant to that Declaration of Condominium for Colony Park Residences (a Condominium), dated September 16, 1985, and recorded in Deed Book 128A, page 379, Chatham County, Georgia records (the "Initial Declaration").

B. The Association desires to amend the Declaration with this Fourth Amendment to provide for restrictions on the leasing of the Condominium Units, as set forth herein.

C. The Unit Owners have approved this Amendment to Declaration as required by the Initial Declaration, and as certified on Exhibit "A", incorporated herein and made a part hereof by this reference.

NOW, THEREFORE, The Association, by this Declaration, does hereby amend the Initial Declaration as indicated herein.

I. Article IX, Use and Restriction, Paragraph A of the Initial Declaration is hereby amended and restated as follows:

A. Units: Each Unit of the Condominium may be utilized solely for residential usage or purposes, provided such usage is authorized by all applicable governmental regulations and zoning laws. As of the date of this Fourth Amendment to Declaration, the units may NOT be leased or rented by the Unit Owner, except in accordance with the express provisions set forth in this Section:

1. Definition. "Leasing," for purposes of this Declaration, means regular, exclusive occupancy of a Unit by any person or persons other than the Owner (the "Tenant") for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

2. Leasing Program. In order to preserve the character of the Condominium

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as predominantly owner-occupied and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed in this Section. Except as provided herein, the Leasing of Units shall be prohibited as of the date of this Fourth Amendment to Declaration.

3. General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit and the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Units or Unit Owners, but shall be transferable to successors in title to the same Unit.

4. Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Units in the Condominium, and the Owner is current on all Association dues, assessments and fines. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of a Unit Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued; (2) the failure of a Unit Owner to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter; (3) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit; or (4) the Owner is more than sixty (60) days delinquent on any Association dues, assessments or fines at a time when the Unit is not leased. If current Leasing Permits have been issued for more than twenty-five percent (25%) of the total number of Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Units in the Condominium. Owners who have been denied a Leasing Permit shall be automatically placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty-five percent (25%) or less of the total number of Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

5. Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be

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limited to, the following situations: (1) where the Owner dies and the Unit is being administered by his or her estate; and (2) the Owner takes a leave of absence or temporarily relocates or is a member of the armed forces and is deployed to a location outside of Chatham County and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

All units owners who are leasing their units as of the date of this Fourth Amendment to Declaration shall be issued Hardship Leasing Permits which shall terminate only upon the sale or transfer of the Unit to someone who is not an immediate family member. "Immediate family member" shall include a spouse, parent, child or stepchild. Transfers to parties who are not immediate family members shall void the leasing permit and subject the unit to the leasing restrictions set forth in this Fourth Amendment to Declaration. Hardship Leasing Permits shall also be issued for Units that have been foreclosed by the holder of a security deed.

6. Lease Form. All leases shall be in writing. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the Tenant and all other people occupying the Unit. The owner must provide the Tenant copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Board the right to approve or disapprove of a proposed Tenant.

7. Required Lease Terms. Each Owner covenants and agrees that any lease of a Unit shall comply with the following provisions or contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the Tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Units may be leased only in their entirety, no fraction or portion may be leased without prior written Board approval.

(b) There shall be no subleasing of Units or assignment of leases without prior written Board approval.

(c) All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.

(d) The lease must list all occupants and their relationship to Tenant, and shall provide that no other persons will occupy the Unit without Owner's consent.

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(e) The Tenant shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the Tenant, or a person living with the Tenant, violates the Declaration, Bylaws, and the rules and regulations for which a fine is imposed, notice of the violation shall be given to the Owner, and the Tenant, and such fine may be assessed against the Tenant as if he were the Owner of the Unit as provided herein. If the fine is not paid by the Tenant within 30 days or other time period set by the Board, then the Board may demand that the Owner pay the fine upon notice from the Board of the Tenant's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit and shall also be the personal responsibility of the Unit Owner.

(f) Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by the Tenant, or any guest of Tenant, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the Tenant in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Tenant for breaches resulting from the violation of the Declaration, bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the Tenant as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the Tenant, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit, shall be the personal responsibility of the Unit Owner.

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment to Declaration on the day and year above first written.

(Signatures on following page)

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Signed, sealed and delivered this 12th day of March, 2007 in the presence of:

Susan D. Wenzel
Unofficial Witness

Cheddi
Notary Public

The Association:

Colony Park Unit Owners' Association, Inc.,
a Georgia corporation

By: [Signature]
Its: President

My Commission Expires: **CHRISTINE R. REDDICK**
~~Notary Public, Bryan County, GA~~
My Commission Expires May 19, 2008 [Corporate Seal]
[NOTARIAL SEAL]

Signed, sealed and delivered this 12th day of March, 2007 in the presence of:

Susan D. Wenzel
Unofficial Witness

Cheddi
Notary Public

Colony Park Unit Owners' Association,
Inc., a Georgia corporation

By: Judy Newsome
Its: Secretary

[Corporate Seal]

My Commission Expires: **CHRISTINE R. REDDICK**
~~Notary Public, Bryan County, GA~~
My Commission Expires May 19, 2008
[NOTARIAL SEAL]



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EXHIBIT "A"

Certification of Approval by Unit Owners

We hereby certify that the foregoing Fourth Amendment to Declaration was duly adopted in accordance with the procedures set forth in the Declaration of Condominium and By-Laws of Colony Park Residences (A Condominium) dated September 10, 1985 and recorded in Deed Book 128A, Page 379.

**Colony Park Unit Owners' Association, Inc.,
a Georgia corporation**

Signed, sealed and delivered this 12th day of March, 2007 in the presence of:

Susan D. Wenzlick

By: [Signature]

Its: President

Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

CHRISTINE R. REDDICK
Notary Public, Bryan County, GA
My Commission Expires May 19, 2008

Signed, sealed and delivered this 12th day of March, 2007 in the presence of:

Susan D. Wenzlick

By: Judy Newsome

Its: Secretary

Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

CHRISTINE R. REDDICK
Notary Public, Bryan County, GA
My Commission Expires May 19, 2008