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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WILMINGTON ISLAND TOWNEHOMES

Prepared By:

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100 EAST STATE STREET  
SAVANNAH, GEORGIA

No. 47

JT 6/11/12

STATE OF GEORGIA  
COUNTY OF CHATHAM

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X  
X

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WILMINGTON ISLAND TOWNEHOMES

THIS DECLARATION, made on the date hereinafter set forth by INTERCOASTAL ASSOCIATES, INC., hereinafter referred to as "Declarant".

" W I T N E S S E T H "

WHEREAS, Declarant is the owner of certain property in the County of Chatham, State of Georgia, which is more particularly described as:

FOR A COMPLETE DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to WILMINGTON ISLAND TOWNEHOMES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties,

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including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE ATTACHED HERETO AS EXHIBIT "B"

SECTION 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "Improved Lot" shall mean and refer to any lot upon which has been constructed a residence which has been certified for occupancy by the appropriate local authority.

SECTION 7. "Declarant" shall mean and refer to INTERCOASTAL ASSOCIATES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II

##### PROPERTY RIGHTS

SECTION 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(d) the right of the individual owners to the exclusive use of the parking spaces as provided in this article;

(e) no such dedication or transfer as described in (c) above shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be provided within the boundaries of said lot, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling, which spaces shall be within the boundaries of each lot.

### ARTICLE III

#### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of

the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE IV

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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SECTION 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. Administration of the Development shall be vested in its Association, to be known as WILMINGTON ISLAND TOWNEHOMES HOMEOWNERS ASSOCIATION, INC. Every person who is the record Owner of a fee or undivided fee interest in any Residence which is or may become subject by covenants of record to Assessment by the Association shall be a member of the Association. Included as a member of the Association is the Developer so long as it is a record Owner as herein provided. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per Residence. Membership shall be appurtenant to and may not be separated from ownership of any Residence. Ownership of a Residence shall be the sole qualification for membership in the Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association, together with his undivided interest in the funds and assets of the Association, shall automatically cease.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in

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no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) two years from the date hereof.

SECTION 3. Application of Declaration, By-Laws and Association Rules. All present and future owners, tenants and occupants of each Residence shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and Rules and Regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Residence, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both or other appropriate relief maintained by the Board of Directors on behalf of the Association, or in a proper case, an aggrieved owner himself.

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ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Improved Lot owned within the properties, hereby covenants, and each Owner of any Improved Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the properties.

SECTION 3. Maximum Annual Assessment. Until July 1, 1976, the maximum annual assessment shall be Thirty-three and 19/100 (\$33.19) Dollars per Improved lot.

(a) From and after July 1, 1976, the maximum annual assessment may be increased each year by the Board of Directors by a factor of not more than five (5) percent of the maximum for the current fiscal year or the rate of increase in the Consumer Price Index for the preceding twelve months as published by the U. S. Labor Department for the Savannah, Georgia area, whichever is greater, without a vote of the membership.

(b) From and after July 1, 1976, the maximum annual assessment may be increased by a factor greater than that described in paragraph (a) of this section by a vote of two-third



(2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvement

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Improved Lots and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual

Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Improved Lots on the first day of the month following the conveyance of the first Improved Lot. The

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first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each Improved Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Improved Lot have been paid, and may elect to make a reasonable charge for the certificate. A properly executed certificate of the Association as to the status of assessments on an Improved Lot is binding upon the Association as of the date of its issuance.

SECTION 8. Effect of Nonpayment of Assessment:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be

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made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein is intended to apply to the original construction by the Declarant in accordance with the original plan of development of the properties.

#### ARTICLE VIII

##### GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an

instrument signed by not less than ninety percent (90%) Of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

SECTION 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; (b) Additional adjoining land upon which Declarant reserves the right to construct, or cause to be constructed, not more than fifty (50) residential units of generally similar design and construction, may be annexed by the Declarant without the consent of members within seven years of the date of this instrument. Provided, however, should Declarant obtain FHA or VA approval for WILMINGTON ISLAND TOWNERHOMES, then it shall be necessary that the FHA and VA determine that the annexation is in accord with the general plan previously approved by them.

SECTION 5. FHA/VA Approval. As long as there is a Class B membership, and in the event Declarant obtains FHA or VA approval, the following actions will require the proper approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

SECTION 6. MISCELLANEOUS. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the developer) of the individual residential units have given their prior written approval, the homeowners association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the homeowners association,

(b) change the pro rata interest or obligations of any individual unit for the (1) purpose of levying assessments or charges or allocating distributions of hazard insurance

proceeds or condemnation awards, or (2) determining the pro-rata share of ownership of each unit in the Association; (3) partition or subdivide any residential units; (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the project shall not be deemed a transfer within the meaning of this clause; (5) use hazard insurance proceeds for losses to any property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the project.

SECTION 7. Inspection of Books and Records. Any first mortgagee or any owner shall have the right to examine the books and records of the homeowners association within normal business hours.

ARTICLE IX

USE RESTRICTIONS

SECTION 1. Residential Purposes. All Residences contemplated in the Development shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, boat, trailer, camper, basement, tent, shack, carport, garage, barn or other outbuilding shall be allowed on any portion of the property at any time either temporarily or permanently, except in areas which may be specifically set aside for same by the Association.

SECTION 2. Freehold Estate. Each Residence shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof and of the By-Laws.

SECTION 3. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer or the builder

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of said Residences to maintain, during the period of construction and sale of said Residences, upon such portion of the property as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction or sale of said Residences, including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

SECTION 4. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective Residences, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Residence or any resident thereof.

SECTION 5. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed or permitted to remain on the property which may endanger the health of or unreasonably disturb the Owner of any Residence or any resident thereof. No business activities of any kind whatever shall be conducted in any Building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the Declarant, its agents or assigns during the construction and sale period.

SECTION 6. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio or deck area.

SECTION 7. Patios, Decks and Common Area. Except in the individual patios or decks which are attached to the individual Residences, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors or their designated representatives. In addition to the right of ingress and egress, the Owners of Residences shall enjoy such uses of all of said property outside their respective Residences as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Development and is necessary for the protection of said Owners.

SECTION 8. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property or upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system be utilized and require any such exterior antenna.

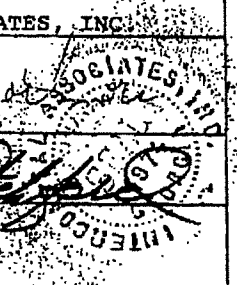
SECTION 9. Leasing of Residences. Entire Residences may be rented provided the occupancy is not for less than six (6) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

SECTION 10. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers,

gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant, the Association or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all lots and the roofs and exterior walls of all residences and buildings, provided disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Properties except as programmed and approved by the Developer prior to the conveyance of the first Lot to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Properties which may be created by a separately recorded instrument or subdivision or other plat.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13th day of NOVEMBER, 1975.

INTERCOASTAL ASSOCIATES, INC.  
 DECLARANT  
 By: William L. ...  
 Vice President  
 Attest: J. P. ...  
 Secretary



Executed and delivered in the presence of:

Phon b. Utter

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 WEINER, P.C.  
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DALE S. MAS  
 Notary Public, Chatham County,  
 G E O R G I A  
 Notary Public, Chatham County, Ga.  
 My Commission Expires Feb. 8, 1977

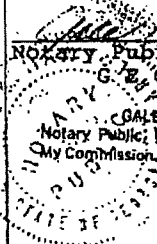




EXHIBIT "A"

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known as the northern portion of Lots 233, 234, 235, 236, 237, 238 and 239 of Walthour Subdivision, Wilmington Island, 5th G.M. District, County of Chatham and State of Georgia, all of which will more fully appear by reference to that certain map or plat prepared by Hussey & Gay, Consulting Engineers, dated April, 1966, entitled "Islands Industrial Park, Phase A" and being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book D, Page 38.

EXHIBIT "B"

\* 911

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known as Wilmington Island Townhomes, Phase 1, Part A, as more particularly described on that certain Subdivision Map dated September 22, 1975 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book L, Pages 18 and 19, saving, excepting and excluding however, Lots 1 through 28, inclusive, said subdivision and phase.

Filed For Record At. 3:58 P M. On The  
.....13 Day of November 75  
Recorded In Record Book 105 - VI Page 895  
On The 13 Day of November 75

*J. D. Asher*  
CLERK, SUPERIOR COURT, CHATHAM CO., GA.

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