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7 Savannah Med. Ctr  
Condo Ass. Inc.  
April 15, 13

DECLARATION OF CONDOMINIUM  
OF  
SAVANNAH MEDICAL CENTER  
A CONDOMINIUM

Filed for Record At 1:43 O'Clock P M. On The  
30 Day Of Dec 19 87  
Recorded in Record Book 1262 Folio 12  
On The 30 Day Of Dec 19 87  
*Martha A. Rice*  
CLERK SUPERIOR COURT, CHATHAM CO., GA.

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THIS DECLARATION made as of January 1, 1987, by G. BENJAMIN MASSEY, D.M.D., MICHAEL ZOLLER, M.D., and WILLIAM J. DEGENHART, M.D., hereinafter called the Declarants, for themselves, their successors, grantees and assigns.

1. Submission to Condominium Ownership. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon (hereinafter called the "Buildings"), to the Condominium form of ownership and use in the manner provided by the Georgia Condominium Act, Georgia Laws 1975, p. 609 (Official Code of Georgia Annotated §44-3-71 et. seq.), herein the "Act."

(a) The name by which this Condominium is to be identified is Savannah Medical Center, A Condominium (herein called "the Condominium") and its address is 5201 - 5205 Fredrick Street, Savannah, Chatham County, Georgia.

(b) The lands owned by the Developer which are hereby submitted to the Condominium form of ownership are the following:

See Attached Exhibit A for description by *and* *FC.* *RECORDED* *12/31/87* *1:43 PM* *12/31/87* *12* *1262* *12* *30* *Dec* *1987*  
bounds.

which lands are herein called the Land.

(c) The Land hereby submitted is subject to a Deed to Secure Deed to The Citizens and Southern National Bank (herein called the "Secured Party") recorded in Deed Book 125-R, page 566 as modified by an agreement recorded in Deed Book 126-A, page 187 of said Land Records, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

(d) A plat showing the land and the improvements located thereon has been recorded in the Condominium Plat Book in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Condominium Plat Book I, Folio 92.

(e) The common elements of the Condominium shall consist of the entire land committed to the Condominium form of ownership hereunder, including all parts of the building erected on said Land and not included in the Units as shown on the plans of the Condominium and as described herein. The common elements shall include, without any limitation, the following:

- (1) The remainder of the Land described in Exhibit A which is not included in any Unit;
- (2) All driveways and parking areas;
- (3) All central and appurtenant equipment such as power, light, telephone, gas and water which are not separate facilities;
- (4) All sewer pipes serving more than one Unit;
- (5) All service and maintenance facilities and spaces;
- (6) All walks, curbing and access paving, shrubbery, trees and other landscaping; and
- (7) 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 as to the existence, operation, maintenance and safety of the Condominium property.

2. Definitions. The terms used herein and in the Bylaws shall have the meanings stated in the Georgia Condominium Act and as follows:

- (a) "Association" means the Savannah Medical Center Condominium Association, Inc. and its successors.
- (b) "Utility services" as used in this Declaration and the Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal. Cost of such utility services



shall not be a common expense of the Association, except for the cost of common area electricity, garbage, water and sewage disposal.

(c) "Unit", as used in this Declaration and the Bylaws, shall be synonymous and as defined as in Section 3 of the Act, and shall include all Units in the Condominium.

(b) "Board" shall mean the Board of Directors of the Savannah Medical Center Condominium Association, Inc. which is a nonprofit corporation of the Unit Owners established pursuant to the Act, to this Declaration and to the Bylaws of the Association.

(e) "Common Expenses" - the common expenses shall include, but not be limited to, the following:

1. Fees and expenses of managing and administering the Association;
2. Expenses of maintaining, preserving, operating, repairing or replacing Condominium property;
3. Expenses of utility services for the common property, including water, garbage, electricity and sewer;
4. The cost of all premiums of all policies of insurance obtained by the Board of Directors pursuant to this Declaration;
5. All rental and other payments requiring to be made for any property which is hereafter leased or rented for the use and benefit of the Association;
6. Amounts determined by the Board to be reasonably required as working capital of the Association, for a general operating reserve, for a reserve fund, for replacements, and for deficiencies arising from unpaid assessments;
7. Special assessments for capital improvements and working capital as provided for below;
8. The expenses of the Declaration denominated as common expenses; and
9. All other expenses declared by the Act to be common expenses.

3. Description of Units.

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There are three (3) Units in the Condominium designated as 5201 Fredrick Street, 5203 Fredrick Street and 5205 Fredrick Street. These Units are generally illustrated on the Condominium Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Condominium Plan Book I, Folio 92.

4. Unit Boundaries.

Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

(a) The upper boundary shall be the plane of the lower surfaces of the ceiling slab.

(b) The lower boundary shall be the plane of the lower surfaces of the floor slab.

(c) The vertical boundaries of the Unit shall be (1) the exterior of the outside walls of the building bounding a Unit except where there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the Unit being bounded, in which event the boundaries shall be such as will include all of such structures and fixtures thereon, and (2) the center line of the interior walls bounding a Unit.

(d) The boundaries of each Unit are more accurately shown on a Plan of Savannah Medical Center, a Condominium, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Condominium Plat-Book T, Folio 92.

5. Shares of Common Elements and Liability for Common Expenses.

Each Unit Owner shall own a share in the common elements and in any surplus possessed by the Association, and be liable for common expenses as follows:

<u>UNIT</u>	<u>PERCENTAGE</u>
5201 Fredrick Street	41.77%

5203 Fredrick Street 18.27%

5205 Fredrick Street 39.96%

6. Maintenance and Alteration of Units.

(a). The Association shall maintain, repair and replace:

(1) All portions of a Unit, except interior surfaces, contributing to the support of the Condominium building, which portions shall include but not be limited to the outside walls of the Condominium building and all fixtures on the exterior thereof; boundary walls of Units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services which are contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which it is contained.

All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(b) The responsibility of the Unit Owner shall be:

(1) To maintain, repair and replace at his expense all portions of his Unit or limited common elements appurtenant to his Unit except the portions to be maintained, repaired and replaced by the Association;

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium building except with the approval of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.



(c) Except as elsewhere reserved to the Declarants, neither Unit Owner nor the Association shall make any alteration in the portions of a Unit or Condominium building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Condominium building, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

7. Maintenance and Alteration of Common Elements.

(a) The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(b) There shall be no alteration or improvement of the property constituting the common elements without prior approval in writing by the owners of not less than 51% of the common elements except as provided by the Bylaws, but any such alteration or improvement shall not interfere with the rights of any Unit owner. The cost of such work shall not be assessed against a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a mortgage upon a Unit unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

8. Assessments.

(a) Assessments against Unit Owners for common expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in paragraph 5 of this Declaration.

(b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. Also, all sums not paid on or before the 10th day after the date when due shall incur a delinquency charge of the greater of \$10.00 or 10% of the amount of installment or assessment not paid when due.) All payments upon account shall be first applied to interest, then to delinquent charge, and last to the assessment payment first due.

(c) In any foreclosure of a lien for assessments the owner of the Unit subject to the lien shall be required to pay the fair rental value for the Unit, from the time of institution of suit to foreclose until sale at foreclosure (or judgment if suit is otherwise satisfied).

(d) The lien for unpaid assessments provided by Georgia law shall also secure interest charges, delinquency charges and fair rental value as provided in this paragraph and the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorney's fees actually incurred.

#### 9. Association.

The operation of the Condominium shall be by Savannah Medical Center Condominium Association, Inc., herein called the Association, a corporation not for profit under the laws of Georgia, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the Association shall be the Unit Owners.

(b) The members of the Association shall be entitled to one vote for each Unit owned, there being a total of three (3) votes outstanding. If any Unit is owned by more than 1 person,



the vote shall be cast according to the desires of the majority of such owners.

(c) The Association has been incorporated under Articles of Incorporation dated December 29, 1986.

(d) The Bylaws of the Association were adopted at the organizational meeting of the Board of Directors of the Association held on January 30, 1987.

(e) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

(f) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

(g) All Officers and Directors of the Association shall be Unit owners as defined by the Act.

#### 10. Insurance.

(a) Insurance policies upon the Condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the Association, as required by Section 39 of the Georgia Condominium Act, for the benefit of the Association, the Secured Party, and the Unit Owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates of mortgage endorsements to the Secured Party and mortgagees of Unit Owners.

(b) Insurance shall cover the following:

1. All buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the full replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards



covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief.

2. Public liability in amounts not less than \$500,000 for injury, including death, to a single person, \$1,000,000 for injury or injuries, including death, arising out of a single occurrence, and \$50,000 property damage, and such coverage as shall be required by the Board of Directors of the Association and Section 39 of the Georgia Condominium Act, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

3. Workmen's compensation as required by law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

(d) The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

#### 11. Insurance Trustee.

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to such person or persons selected by the Board of Directors of the Association as a trustee, which party is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the Unit Owners, the Secured Party and their

mortgagees as follows. An undivided share of such proceeds on account of damage to common elements shall be allocated to the Unit Owners according to their shares of the common elements set forth in paragraph 5. Proceeds on account of Units shall be held for the owners of damaged Units and the Secured Party in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(1) All expenses of the Insurance Trustee shall be first paid.

(2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(3) If it is determined as provided in paragraph 12 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners and the Secured Party, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(4) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the as to the names of the owners and their respective shares of the distribution, and as to whether or not the Condominium is to be reconstructed or repaired.

12. When Damaged Property is to be Reconstructed or Repaired.



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(a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under Section 16 of the Georgia Condominium Act that the Condominium shall be terminated.

(b) If the damaged property is the Condominium building, and if Units to which 50% or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined under the Georgia Condominium Act the Condominium shall be terminated.

(c) If the damaged property is the Condominium building, and if Units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and the Condominium will be terminated under the Georgia Condominium Act unless within 60 days after the casualty the owners of at least 51% of the common elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(d) Any reconstruction or repair must be substantially in accordance with the plans of the original building if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Condominium building, by the owners or not less than 51% of the common elements, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

13. Responsibilities and Procedures as to Payment for Repairs.

(a) If damage occurs only to those parts of one Unit for which the responsibility of maintenance and repair is that of the owner, then the owner shall be responsible for reconstruction and repair after casualty. In all other instances the

responsibility of reconstruction and repair after casualty shall be that of the Association.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements shall be in proportion to the Unit Owner's share in the common elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the Association is responsible is more than \$5,000, the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(1) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the owner, shall be paid by the Insurance Trustee to the Unit Owner, the Secured Party, or, if there is mortgagee endorsement, then to the Unit Owner, the Secured



Party and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association.

(3) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

#### 14. Use Restrictions.

The use of the property of the Condominium shall be in accordance with the following provisions:

(a) Each Unit shall be utilized only for the practice of dentistry or medicine, as those terms are determined pursuant to the Official Code of Georgia Annotated. Furthermore, no more than 45% of the gross square footage of the Building may be used by an owner or tenant for the practice of ophthalmology, otorhinolaryngology or oral and maxillofacial surgery; nor may a Unit be owned or leased by a hospital or a subsidiary of a hospital or by any corporation or partnership, general or limited, owned, controlled or affiliated with a hospital. All other uses or variations from the language of this subparagraph must be approved unanimously by the Board of the Directors of the Association.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and occupancy of the Units.

(c) No use or practice shall be permitted on the Condominium property which is the source of annoyance to Unit owners or which interferes with the peaceful possession and proper use of the property by its owners. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire

hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the Condominium property. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies which require maintenance, modification, or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(d) Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners of the Condominium upon request.

15. Approval of Transfer, Lease or Non-Conforming Use.

(a) No Unit Owner may use his Unit in violation of paragraph 14 nor may he effectively dispose of a Unit or any portionate interest therein by sale, gift, assignment, transfer or lease to a prospective transferee or lessee who intends to use the Unit in such a manner to violate the provisions of paragraph 14 without approval of the Association, acting unanimously through its Board of Directors. Likewise, if a Unit Owner shall acquire his title by gift, devise, or inheritance, the use of said Unit in violation of paragraph 14 shall be subject to the approval of the Association.

(b) A Unit Owner intending to make a sale, transfer, assignment or lease of his Unit, or any interest therein to a transferee or lessee for a use in violation of paragraph 14, shall give to the Association notice of such intantion, together with the name and address of the intended purchaser, transferee, assignee, or lessee, and such other information concerning the intended purchaser, transferee, assignee, or lessee as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by him that the Association



furnish a purchaser if the proposed transfer or use is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell or lease. A Unit Owner who proposes to put his Unit to a use not authorized by paragraph 14, including a Unit Owner who has obtained his title by purchase, lease, foreclosure, gift, devise, or inheritance, shall give to the Association notice of the intended use not later than 30 days prior to the inception date of such non-conforming use, together with such personal information as the Association may reasonable require. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or non-conforming use, the Association at its election and without notice, may approve or disapprove the transaction or ownership.

(c) Within 30 days after receipt of the notice described in subparagraph (b) of this paragraph the Association must either approve or disapprove the proposed transaction or the non-conforming use, as the case may be. If approved, or if the Association refuses to exercise its rights under paragraph 16, the approval or refusal shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the Unit Owner, purchaser, lessee, or new owner and shall be recorded in the public records of the county (except that a lease need not be recorded). A fee not in excess of \$25 may be required as a prerequisite to the issuance of such a certificate.

(d) The foregoing notwithstanding, it is hereby agreed by the Declarant that the provisions of this paragraph 15 shall not apply in the event of a transfer of an interest in a Unit by a Unit Owner to a professional corporation formed by Unit Owner or a partner or business associate of the Unit Owner engaged in the practice of medicine or dentistry in a Unit described in this Declaration of Condominium. Any transfer of an interest in a Unit to a person who is a partner, corporate shareholder or professional employee of a Unit Owner shall not give rise to a

requirement that the Association approve the transfer; provided however, that the transferee, as a precondition to transfer of an interest in the Unit, shall agree to be bound by the terms of this Declaration of Condominium in regards to any future sale, gift, assignment, transfer or lease of the Unit.

16. Disapproval of Transfer or Leases.

(a) If the Association disapproves a proposed sale, transfer or assignment to an intended purchaser, transferee, assignee, or a proposed use in violation of paragraph 14 hereof, and if the notice of sale, transfer, assignment or use given by the Unit Owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an offer to purchase by a purchaser approved by the Association (including the Association or any other Unit Owner) who will purchase and to whom the Unit Owner must sell the Unit. The purchase price to be paid shall be that stated, and on the same terms as, the disapproved contract to sell; or, in the case of other transfers, or a non-conforming use, shall be a price, and upon terms, as shall be mutually agreeable between the selling and purchasing parties. In the event parties are unable to agree on a purchase price, the purchase price for the Unit Owner's Unit shall be determined as follows:

The Owner desiring to transfer his Unit or utilize it for a non-conforming use shall select a "qualified appraiser," as defined herein and the prospective purchaser approved by the Association shall select a "qualified appraiser." The fair market value of the Unit shall be determined by an average of the appraisals conducted by the qualified appraisers. The purchase price shall be equal to the fair market value of the Unit to be transferred minus an applicable percentage of the outstanding principal balance including any accrued interest at closing date, of debts owed Secured Party and any other debts secured by the Unit Owner's Unit. The applicable percentage shall be Unit Owner's share of common elements and liability for common



expenses as determined under paragraph 5 of this Declaration. If either party refuses to appoint a qualified appraiser, then, in such event, any party may petition the Senior Superior Court Judge of the Eastern Circuit of Georgia for appointment of a qualified appraiser. "Qualified appraiser" as that term is used herein, shall mean a qualified CCIM, MAI or real estate specialist who is competent to evaluate real estate. The expense of the arbitration shall be borne equally by the selling and purchasing parties, 50% to be paid by seller and 50% to be paid by purchaser. The purchase price shall be paid in cash and the sale shall be closed within 30 days after the delivery or mailing of such offer of purchase or within 10 days after the determination of the sale price if such is by arbitration, whichever ever is the later.

(b) If the proposed transaction is a lease and the Association disapproves, then the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) If the Association shall fail to provide a purchaser as required in subparagraph (a) of this paragraph, then notwithstanding the disapproval, the sale or non-conforming use by an existing Owner, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in paragraph 16(c).

17. Notice of Lien or Suit.

(a) A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his Unit within five days after the Unit Owner receives knowledge thereof.

18. Declaration Preparation. This Declaration of Condominium was prepared by Robert W. Schivers, Oliver, Maner &

Gray, 218 West State Street, Savannah, Georgia, 31401, as Attorney for Declarants.

19. Compliance and Default.

(a) Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, by the articles of Incorporation, Bylaws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances. In any proceedings arising because of an alleged default by a Unit owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court.

(c) The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

20. Amendments.

This Declaration may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.



30 (b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Amendments must be approved by two-thirds (2/3) of the entire membership of the Association.

(c) No amendment shall discriminate against any Unit owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit boundary nor the share in the common elements appurtenant to it, nor the owner's share of the common expenses, unless all Unit Owners and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia.

21. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provisions of this Declaration and the Articles of Incorporation, Bylaws, and regulations of the Association shall not affect the validity of the remaining portions thereof.

22. Right of Action. The Savannah Medical Center Condominium Association, Inc., and any aggrieved Unit Owner shall be granted and is hereby granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration, Bylaws, or amendments thereto, or with the decisions of the Savannah Medical Center Condominium Association, Inc., which are made pursuant to the authority granted to the Savannah Medical Center Condominium Association, Inc., in such documents. Each Unit Owner shall also have similar rights of action against the Savannah Medical Center Condominium Association, Inc.

23. Renewal of Covenants and Restriction. 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 Condominium 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. 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.

24. Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act or the Condominium documents shall not constitute a waiver of the right to do so thereafter.

25. Miscellaneous.

(a) Incorporation of the Acts - Except as modified by the provisions of this Declaration and the exhibits hereto, the Act is by reference hereby incorporated herein.

(b) Multiple Owners - If any Unit shall be owned as tenants in common by two or more persons, such persons 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 owners by the Condominium documents.

(c) Enforcement - Each 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.



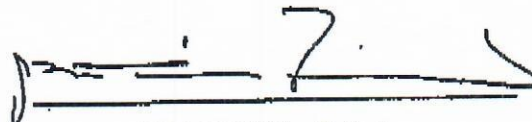
32

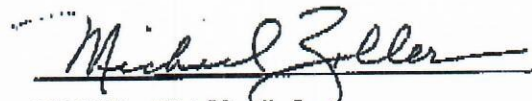
(d) Captions - The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

(e) Law Controlling - This Declaration, the Condominium plat and plans and Bylaws shall be construed and controlled by and under the laws of the State of Georgia.

(f) Effective Date - This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the Declarants have executed this Declaration on the day and year first above written.

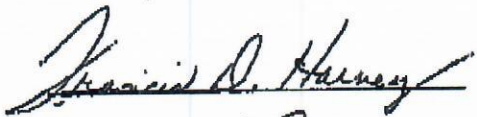
  
G. BENJAMIN MASSEY, D.M.D.

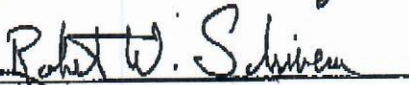
  
MICHAEL ZOLLER, M.D.

  
WILLIAM J. DEGENHART, M.D.

Signed, sealed and delivered

in the presence of:





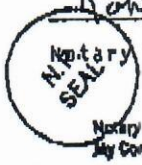
 Notary Public, Chatham County, GA.  
FRANCES D. HARVEY  
Notary Public, Chatham County, Ga.  
My Commission Expires Feb. 26, 1991

EXHIBIT A

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ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being more particularly shown upon a map or plat entitled "Medical Office, Facility for Doctors Degenhart, Massey & Zoller" dated October 11th, 1983, of record in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book \_\_\_\_\_, Page \_\_\_\_\_; said parcel of land is more particularly described as follows: Beginning at the point of intersection of the Southern right-of-way line of 69th Street and the Western right-of-way line of Fredrick Street and running thence South 25° 45' 30" East along the Western right-of-way line of Fredrick Street a distance of 210 feet to a point at the intersection of the Western right-of-way line of the said Fredrick Street and the Northern right-of-way line of 70th Street, running thence North 62° 32' West along the Northern right-of-way line of the said 70th Street a distance of 160 feet to a point; running thence North 25° 45' 30" East a distance of 105 feet to a point; running thence North 62° 32" West a distance of 80 feet to a point; running thence North 25° 45' 30" East a distance of 105 feet to a point on the Southern right-of-way line of the said 69th Street; running South 62° 32' East along the Southern right-of-way line of the said 69th Street a distance of 240 feet to the point of beginning. Express reference is hereby made to the aforesaid map for better determining the metes, bounds and dimensions of the property herein conveyed.



Updated 8/15/2016

## Association Maintenance Responsibility Chart

Savannah Medical Center 3 Units 2 Owners

Item	Association	Unit Owner	Shared
Parking Lot	X		
Parking Lot Lights	X		
Exterior Lights	X		
Landscaping	X		
Irrigation	X		
Siding	X		
Concrete Entrance	X		
Doors Exterior	X		
Windows	X		
Window Frames Exterior	X		
Window Frames Interior	X		
Glass	X		
Parking Lot Sign Post	X		
Parking Lot Signs	X		
Exterior Signs	X		
Interior Signs		X	
Door Frames	X		
Glass Doors	X		
Roof	X		
HVAC	X		X
Plumbing Under Parking Lot	X		
Plumbing Under Slab	X		
Plumbing Inside	X		X
Inside Fixtures	X	X	
Outside Fixtures	X		
Walk Ways Outside	X		

Association Maintenance Responsibility Chart  
Savannah Medical Condominium Association

Updated 8/15/2016

Item	Association	Unit Owner	Shared
Halls N/A			
Trash Containers	X		
Mailboxes N/A			
Alarms N/A			
Insurance Exterior	X		
Insurance Interior	X		
Insurance Floors	X		
Insurance Dry Walls	X		
Insurance Fixtures	X		
Insurance Business Personal Property		X	X
Liability Insurance Common Area	X		
Liability Insurance Limited Common Area		X	
Liability Insurance Unit Space Inside		X	
Security Cameras Exterior	X		
Security Cameras Interior		X	
Fire Alarms – Central N/A			
Sprinkler System N/A			
Sewer serving more than one unit	X		
Sewer serving one unit		X	
Interior Walls		X	
Exterior Walls	X		
Slab		X	
Boundary Walls	X		
Electric, Plumbing, Wires, Ducts, Conduit inside Assoc. Walls	X		
Electric, Plumbing, Wires, Ducts, Conduit outside Assoc. Walls		X	

Association Maintenance Responsibility Chart  
Savannah Medical Condominium Association