

JOINT APPLICATION
FOR
A DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS PERMIT,
STATE OF GEORGIA MARSHLAND PROTECTION PERMIT,
REVOCABLE LICENSE AGREEMENT
AND REQUEST FOR
WATER QUALITY CERTIFICATION
AS APPLICABLE

INSTRUCTIONS FOR SUBMITTING APPLICATION:

Every Applicant is Responsible to Complete The Permit Application and Submit as Follows: One copy each of application, location map, drawings, copy of deed and any other supporting information to addresses 1, 2, and 3 below. If water quality certification is required, send only application, location map and drawing to address No. 4.

1. For Department of the Army Permit, mail to: Commander, U.S. Army Engineer District, Savannah ATTN: CESAS-OP-F, P.O. Box 889, Savannah, Georgia 31402-0889. Phone (912)652-5347 and/or toll free, Nationwide 1-800-448-2402.
2. For State Permit - State of Georgia (six coastal counties only) mail to: Habitat Management Program, Coastal Resources Division, Georgia Department of Natural Resources, 1 Conservation Way, Brunswick, Georgia 31523. Phone (912) 264-7218.
3. For Revocable License - State of Georgia (six coastal counties plus Effingham, Long, Wayne, Brantley and Charlton counties only) - Request must have State of Georgia's assent or a waiver authorizing the use of State owned lands. All applications for dock permits in the coastal counties, or for docks located in tidally influenced waters in the counties listed above need to be submitted to Real Estate Unit. In addition to instructions above, you must send two signed form letters regarding revocable license agreement to: Ecological Services Coastal Resources Division, Georgia Department of Natural Resources, 1 Conservation Way, Brunswick, Georgia 31523. Phone (912) 264-7218.
4. For Water Quality Certification State of Georgia, mail to: Water Protection Branch, Environmental Protection Division, Georgia Department of Natural Resources, 4220 International Parkway, Suite 101, Atlanta, Georgia 30354 (404) 675-1631.

The application must be signed by the person authorized to undertake the proposed activity. The applicant must be the owner of the property or be the lessee or have the authority to perform the activity requested. Evidence of the above may be furnished by copy of the deed or other instrument as may be appropriate. The application may be signed by a duly authorized agent if accompanied by a statement from the applicant designating the agent. See item 6, page 2.

1. Application No. _____ 2. Date _____ 3. For Official Use Only _____

4. Name and address of applicant.
Mr. Guy Davidson
Wilmington Partners, LLC
17 Park of Commerce Blvd, #105
Savannah, Georgia 31405

5. Location where the proposed activity exists or will occur. Lat. 32.00832° N Long. 80.99846° W

Chatham	N/A	
County	Military District	In City or Town
Wilmington Island	N/A	N/A
Near City or Town	Subdivision	Lot No.
2.14 Acres	+/- 11 Feet	Georgia
Lot Size	Approximate Elevation of Lot	State

Turner Creek Name of Waterway
CESAS Form 19

Name of Nearest Creek, River, Sound, Bay or Hammock

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6. Name, address, and title of applicant's authorized agent for permit application coordination.

Sligh Environmental Consultants, Inc.
Attn: Brandon W. Wall
31 Park of Commerce Way, Suite 200B
Savannah, GA 31405

phone (912) 232-0451
fax (912) 232-0453

Statement of Authorization: I hereby designate and authorize the above named person to act in my behalf as my agent in the processing of this permit application and to furnish, upon request, supplemental information in support of this application.



Signature of Applicant

9/11/18

Date

7. Describe the proposed activity, its purpose and intended use, including a description of the type of structures, if any to be erected on fills, piles, of float-supported platforms, and the type, composition and quantity of materials to be discharged or dumped and means of conveyance. If more space is needed, use remarks section on page 4 or add a supplemental sheet. (See Part III of the Guide for additional information required for certain activities.)

The applicant is proposing to build a new marina at 618 Wilmington Island Road at the site of the old Lightship Tavern and Marina. The project will provide dockage for long term users, short term users, transient boaters, and temporary tie ups. The project will remove the existing dilapidated structures from the waterway and construct the new marina which will consist of a fixed deck, walkway, pierhead, and floating docks. The project will construct 29,876 square feet of structure over jurisdictional waters. See attached Project Description for details.

8. Proposed use: Private Public Commercial Other (Explain)

9. Names and addresses of adjoining property owners whose property also adjoins the waterway.

Savannah Police Recreation Camp
P.O Box 8032
Savannah, Georgia 31412

No downstream adjoining landowner

10. Date activity is proposed to commence. Upon receipt of authorization to proceed

Date activity is expected to be completed. Within five years of authorization

11. Is any portion of the activity for which authorization is sought now complete Y X N

A. If answer is "Yes", give reasons in the remarks in the remarks section.

Indicate the existing work on the drawings.

B. If the fill or work is existing, indicate date of commencement and completion.

C. If not completed, indicate percentage completed.

12. List of approvals or certifications required by other Federal, State or local agencies for any structures, construction discharges, deposits or other activities described in this application. Please show zoning approval or status of zoning for this project.

<u>Issuing Agency</u>	<u>Type Approval</u>	<u>Identification No.</u>	<u>Date/Application</u>	<u>Date/Approval</u>
GADNR-CRD	CMPA Permit	N/A	N/A	N/A

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13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? ___ Yes X NO (If "yes", explain).

Note: Items 14 and 15 are to be completed if you want to bulkhead, dredge or fill.

14. Description of operation: (If feasible, this information should be shown on the drawing).

A. Purpose of excavation or fill _____
1. Access channel length _____ depth _____ width _____
2. Boat basin length _____ depth _____ width _____
3. Fill area length _____ depth _____ width _____
4. Other length _____ depth _____ width _____
(Note: If channel, give reasons for need of dimensions listed above.)

B. 1. If bulkhead, give dimensions _____
2. Type of bulkhead construction (material) _____
Backfill required: Yes _____ No _____ Cubic yards _____
Where obtained _____

C. Excavated material
1. Cubic yards _____
2. Type of material _____

15. Type of construction equipment to be used _____

A. Does the area to be excavated include any wetland? Yes ___ No ___
B. Does the disposal area contain any wetland? Yes ___ No ___
C. Location of disposal area _____
D. Maintenance dredging, estimated amounts, frequency, and disposal sites to be utilized: _____
E. Will dredged material be entrapped or encased? _____
F. Will wetlands be crossed in transporting equipment to project site? _____
G. Present rate of shoreline erosion (if known) _____

16. WATER QUALITY CERTIFICATION: In some cases, Federal law requires that a Water Quality Certification from the State of Georgia be obtained prior to issuance of a Federal license or permit. Applicability of this requirement to any specific project is determined by the permitting Federal agency. The information requested below is generally sufficient for the Georgia Environmental Protection Division to issue such a certification if required. Any item which is not applicable to a specific project should be so marked. Additional information will be requested if needed.

A. Please submit the following:

1. A plan showing the location and size of any facility, existing or proposed, for handling any sanitary or industrial waste waters generally on your property.
2. A plan of the existing or proposed project and your adjacent property for which permits are being requested.
3. A plan showing the location of all points where petro-chemical products (gasoline, oils, cleaners) used and stored. Any above-ground storage areas must be diked, and there should be no storm drain catch basins within the diked areas. All valving arrangements on any petro-chemical transfer lines should be shown.
4. A contingency plan delineating action to be taken by you in the event of spillage of petro-chemical products or other materials from your operation.
5. Plan and profile drawings showing limits of areas to be dredged, areas to be used for placement of spoil, locations of any dikes to be constructed showing locations of any weir(s), and typical cross sections of the dikes.

B. Please provide the following statements:

1. A statement that all activities will be performed in a manner to minimize turbidity in the stream.
2. A statement that there will be no oils or other pollutants released from the proposed activities which will reach the stream.
3. A statement that all work performed during construction will be done in a manner to prevent interference with any legitimate water uses.

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17. Application is hereby made for a permit or permits to authorize the activities described herein, Water Quality Certification from the Georgia Environmental Protection Division is also requested if needed. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities.



Signature of Applicant

18. U.S.C. Section 1001 provides that: Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations, or makes or uses false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined no more than \$10,000 or imprisoned not more than 5 years or both.

PRIVACY ACT NOTICE

The Department of the Army permit program is authorized by Section 10 of the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act and Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972. These laws require permits authorizing structures and work in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Information provided will be used in evaluating the application for a permit. Information in the application is made a matter of public record through issuance of a public notice. Disclosure of the information requested is voluntary, however, the data requested are necessary in order to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed nor can a permit be issued.

SUPPORTING REMARKS:

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STATE OF GEORGIA

REVOCABLE LICENSE REQUEST FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANTS NAME(S): Wilmington Partners, LLC - Mr. Guy Davidson

MAILING ADDRESS: 17 Park of Commerce Blvd, #105 Savannah, GA 31405
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 618 Wilmington Island Road, Savannah, GA

COUNTY: Chatham WATERWAY: Turner Creek DATE: 9/11/18

LOT, BLOCK & SUBDIVISION NAME FROM DEED: _____

Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way
Brunswick, Georgia 31520-8687

I am requesting that I be granted a revocable license from the State of Georgia to encroach on the beds of tidewaters, which are state owned property. Attached hereto and made a part of this request is a copy of the plans and description of the project that will be the subject of such a license. I certify that all information submitted is true and correct to the best of my knowledge and understand that willful misrepresentation or falsification is punishable by law.

I understand that if permission from the State is granted, it will be a revocable license and will not constitute a license coupled with an interest. I acknowledge that this revocable license does not resolve any actual or potential disputes regarding the ownership of, or rights in, or over the property upon which the subject project is proposed, and shall not be construed as recognizing or denying any such rights or interests. I acknowledge that such a license would relate only to the property interests of the State and would not obviate the necessity of obtaining any other State license, permit or authorization required by State law. I recognize that I waive my right of expectation of privacy and I do not have the permission of the State of Georgia to proceed with such project until the Commissioner of DNR or his/her designee has signed a copy of this request.

Sincerely,

By: 
(Applicant), title if applicable

By: _____
(Applicant), title if applicable

The State of Georgia hereby grants you a revocable license not coupled with an interest as provided in your request. This area may now or in the future be utilized by boats employing power drawn nets under the provisions for commercial or sport bait shrimping. In its occupancy and use of the premises, licensee shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by licensee may be enforced by termination of this license, by injunction, and by any other remedy available at law to the Department. The project proposed for this license must be constructed and completed within the specified timeframe associated with the authorization and/or transmittal letter associated with this revocable license and must be maintained in serviceable condition. Otherwise, action will be initiated to revoke this license and all structures must be removed immediately at the licensee's expense.

STATE OF GEORGIA
Office of the Governor

By: _____
For: Mark Williams, Commissioner-DNR

Date: _____

Revised 6/20/2017

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Coastal Marina, Community or Commercial Dock Checklist

(fill in the blanks as indicated or answer yes or no)

LOCATION:

County Chatham Landmarks Wilmington Island
 Municipality N/A Waterway Turner Creek

FACILITY:

Facility Type Private Public Commercial Other
 Dock Space Leased Sold Rented Other
 Size of Upland Area (sq. ft.) 2.14 Acres Size of Submerged Area (sq. ft.) 0.7 acres

WATERWAY INFORMATION:

open water river creek basin
 Tidal Range (ft. MLW) +/- 7 feet Water Depth (ft. MLW) +/-10 feet
 Channel Width (ft. MLW) +/- 636 feet Depth of Dredging (ft. MLW) N/A
 Distance facility will extend into the waterway beyond MLW no more than 232 feet

EXISTING OR PLANNED SERVICES IN JURISDICTION:

<input type="checkbox"/> boat ramp	<input type="checkbox"/> hoist	<input type="checkbox"/> mobile lift	<input type="checkbox"/> vessel TV hookup
<input type="checkbox"/> railway	<input checked="" type="checkbox"/> fuel	<input type="checkbox"/> propeller repair	<input type="checkbox"/> electrical repair
<input checked="" type="checkbox"/> pump-out vessels	<input type="checkbox"/> hull repair	<input type="checkbox"/> engine repair	<input checked="" type="checkbox"/> vessel electric hookup
<input type="checkbox"/> boat building	<input checked="" type="checkbox"/> ship's store	<input checked="" type="checkbox"/> dockmaster's office	<input checked="" type="checkbox"/> fire protection
<input checked="" type="checkbox"/> restrooms	<input checked="" type="checkbox"/> showers	<input type="checkbox"/> restaurant	<input type="checkbox"/> laundromat
<input type="checkbox"/> hotel	<input type="checkbox"/> # of vehicle parking spaces		<input type="checkbox"/> # of trailer parking spaces

DREDGING/FILLING/ShORELINE STABILIZATION:

NO Will dredging be required for the access channel?
 NO Will dredging be required for boat basin?
 NO Is filling proposed in tidal wetlands?
 NO Is filling proposed in open water?
 NO Will dredge disposal sites be required?
 N/A Have future dredge disposal sites been identified?
 N/A Have future dredge spoil sites been set aside with deeds or easements?
 NO Is shoreline stabilization proposed? If so, what type?
 NO Is the project in or near a US Army Corps of Engineers maintained channel or basin with an authorization depth of 12 feet or greater? (if so, contact the Corps of Engineers)

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HABITAT/WILDLIFE/CULTURAL RESOURCES: (contact GADNR Wildlife Resources Division, US Fish & Wildlife Service, National Marine Fisheries Service, GADNR Coastal Resources Division Marine Fisheries, OR GADNR Historic Resources Division)

- NO Is this site located near a wildlife refuge, wilderness area, special management area, or other area specifically located for the protection of fish and wildlife?
If yes, what is the distance? _____
- YES Is this project in an area identified as “**essential fish habitat**”? (contact GADNR CRD Marine Fisheries). The project is located within tidal waters which have been identified as essential fish habitat. The project will not impact vegetated marsh, intertidal habitat, or shallow subtidal habitat.
- YES Are rare, threatened, endangered or otherwise designated unique or outstanding aquatic or terrestrial species or their habitats known to be present at or near the project site? The project is located within Section 10 tidal waters which may support the West Indian manatee, Atlantic sturgeon, shortnose sturgeon, and sea turtles. Construction will abide by standard manatee conditions, and the project is not expected to affect the other species.
- NO Do oyster or clam beds occur in or near the project site or access channels?
If yes, what is the distance? _____ If yes, what is the acreage? _____
- NO Is the project site near active crabbing areas? (contact GADNR CRD Marine Fisheries) .
- NO Is the project site in designated bait zones? (contact GADNR CRD Marine Fisheries)
- NO Is the project site in or near an area of historic, archeological, or scenic value?
If yes, explain _____
-

Georgia Department of Natural Resources, Coastal Resources Division
Last Updated May 2002

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WILMINGTON

Plantation

ON THE INTRACOASTAL

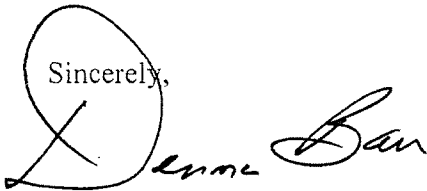
Mr. Paul Tobler
Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way, Suite 300
Brunswick, Georgia 31520-8687

**Subject: Coastal Marshlands Protection Act Permit Application
Letter of Permission
Lightship Marina
Chatham County, Georgia**

Dear Mr. Tobler:

I, Dennis Barr, am the President of Wilmington Plantation Owner's Association, Inc. (the "Association") This letter shall confirm that the Association hereby gives permission to, and pursuant to O.C.G.A Section 12-5-287(e) assigns its right of access to, Wilmington Partners, LLC to use the tidal water bottoms and marshland of Turner Creek north of the Association's property to construct and operate the Lightship Marina as described in the September 13, 2018 application for a Coastal Marshlands Protection Committee Permit, as amended and modified from time to time, any riparian rights to Turner's Creek being hereby waived by the Association. The Board of Directors of the Association is familiar with the permit application and the proposed activity which includes installation of a fixed dock structure and new floating docks on Turner Creek. The Board of Directors of the Association understands that carrying out the project-related activities encroaches upon the marshland and tidal water bottoms of Turner Creek which is contiguous to the land the Association may have lawful authority to use. The Board of Directors of the Association understands that this permission does not create any contract rights and that the proposed activity is subject to change or the site may be deleted as a project location either by the Applicant, or as a result of the Committee's actions.

Sincerely,



Dennis Barr
President, Wilmington Plantation
Owner's Association, Inc.

Clock#: 336092
FILED FOR RECORD

12/05/2002 12:08PM

PAID: 108.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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Return to: Thomas A. Nash, Jr., 7 East Congress Street, Suite 901, Savannah, Georgia 31401

DECLARATION OF CONDOMINIUM

"WILMINGTON PLANTATION"
A Condominium

Savannah, Chatham County, Georgia

DECLARANT: WILLIAM M., FOSTER

This Declaration is made this 13 day of July, 2000, by William M. Foster, hereinafter called the "Owner," for himself, his successors, grantees and assigns.

WHEREAS, Owner owns certain improved real property all in Savannah, Chatham County, Georgia, and being more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof by reference thereto; and being recorded in Condominium Plans Book 2 Page 12 of the Chatham County records; and

WHEREAS, Owner now desires to submit said property to the provisions of the "Georgia Condominium Act", Georgia Laws, (Acts 1975, pp. 609, et seq.) codified as Chapter 85-16E, Georgia Code Annotated, and also codified under Title 44, Article III, Section 70, et seq., of the Official Code of Georgia Annotated, 1981, all as may be amended from time to time (hereinafter referred to as "The Condominium Act" or "Act") and.

WHEREAS, Owner desires to provide for the development of the submitted property into a maximum of two hundred sixty five (265) Condominium Units each as authorized by law and as hereinafter provided and to provide for additional property to be added to the Condominium

designated as "RESERVED FOR FUTURE DEVELOPMENT" or similarly designated and shall also include property outside the boundaries of the property described thereon which may be acquired by the developer of his successors or assigns for purpose of adding to this expanding condominium.

(c) "Association" shall mean "WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.", a Georgia non-profit corporation formed for the purpose of exercising the powers of the Association of this Condominium.

(d) "Board of Directors" or "Board" shall mean the Directors of "WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC."

(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, this Declaration, Association by-laws, and all amendments to such.

(f) "Building" shall mean the composite of all Units Common Elements and Limited Common Elements comprising the separate Units, as shown on the Condominium Plat herein described.

(g) "Common Expenses" shall mean all expenditures lawfully made or incurred by or on behalf of WILMINGTON PLANTATION CONDOMINIUM ASSOCIATION, INC. together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Act, this Declaration, Association by-laws, and all amendments to such. Common expenses shall include charges for water, sewer and refuse collection or service.

(h) "Common Profits" shall mean all income collected or accrued by or on behalf of the Condominium Association, other than the income derived from assessments pursuant to section 44-3-80 of the Official Code of Georgia Annotated or as provided by this Declaration, Association By-Laws, and all amendments to such.

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

(j) "Condominium Documents" or "Condominium Instruments" shall mean this Declaration, the Articles of Incorporation and the By-Laws of WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC., 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 shall 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 integral part of the affected condominium

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Tobler, Paul

From: Brady, Kevin
Sent: Thursday, July 18, 2019 8:07 AM
To: Robert McCorkle
Cc: Bennett, Buck; Tobler, Paul; Noble, Josh; Andrews, Jill
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

Counselor:

Well I guess I have to send you the email I had hoped I would not have to and buried as a draft, letting it be.

I will send it shortly. But, the obligation is on your client to fish out the documents and send them in.

The State pays .25 cent per page from the GSCCCA like everyone else so, thanks for the reference, but again the obligation to submit the material is on the Applicant. The Applicant bears the cost.

I will send you another email later today.

Again, your help is needed and much appreciated. I have to get the file back from Mr. Tobler to fill in the details so that I can at least try to convince you that what is being asked is not only reasonable but compelled by law.

Respectfully,

Kevin F. Brady

From: Robert McCorkle [mailto:rlm@mccorklejohnson.com]
Sent: Wednesday, July 17, 2019 4:57 PM
To: Brady, Kevin <Kevin.Brady@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

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Kevin,

Between you and me I fundamentally disagree with the fact that the Condo Association has to give us permission or grant us access rights. I believe we may have discussed before, or at least I discussed with Paul, but I do not understand it given that our property is a corner property and any dock they were to build would have to cross 1000 feet of our property and completely block our rights to the Wilmington River. I cannot imagine this would ever be allowed. It is also worth noting that no permission or access rights were required to be granted for the Olympic docks or for the Sail Harbor Marina when it was located in the same location as our proposed docks and the Carson lawsuit had absolutely nothing to do with the rights of Wilmington Plantation. I would argue that the Court, by declaring that the Sail Harbor docks had to be removed because they did not have an assignment of rights from the CARSONS, established that those rights to Turner's Creek, even beyond their property boundary belonged to the Carsons and the property we now own.

That being said, without going down too much of a rabbit hole, attached is the location of the Declaration that established the Condominium. The power of the Association to grant easements and licenses and leases etc... is clear and is in OCGA 44-3-106. Hopefully this is sufficient to paper the file.

I have also attached the resolution that will be signed and sent shortly.

Thanks,
Robert

Robert L. McCorkle, III
McCorkle & Johnson, LLP
912.232.6141 (Direct)
www.mccorklejohnson.com

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From: Brady, Kevin [<mailto:Kevin.Brady@dnr.ga.gov>]
Sent: Wednesday, July 17, 2019 11:47 AM
To: Robert McCorkle <rlm@mccorklejohnson.com>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

Yes.

From: Robert McCorkle [<mailto:rlm@mccorklejohnson.com>]
Sent: Wednesday, July 17, 2019 9:06 AM
To: Brady, Kevin <Kevin.Brady@dnr.ga.gov>
Cc: Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

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Kevin,

I am not sure it makes sense to quote the whole Section. My thought is to add the following into the second sentence of the letter: "and pursuant to OCGA Section 12-5-287(e) assigns its rights of access".

This will incorporate the whole section and be clear that the access rights are being assigned. Does that work for you?
Robert

Robert L. McCorkle, III
McCorkle & Johnson, LLP
912.232.6141 (Direct)
www.mccorklejohnson.com

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From: Brady, Kevin [<mailto:Kevin.Brady@dnr.ga.gov>]
Sent: Tuesday, July 16, 2019 6:16 PM
To: Robert McCorkle <rlm@mccorklejohnson.com>
Cc: Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

I will accept that (somewhat reluctantly) if it mirrors back verbatim the law at O.C.G.A. Section 12-5-287(e) and the condo Declaration is consistent with dominion and control.

From: Robert McCorkle [<mailto:rlm@mccorklejohnson.com>]
Sent: Tuesday, July 16, 2019 5:55 PM
To: Brady, Kevin <Kevin.Brady@dnr.ga.gov>
Cc: Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

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Kevin,
So if we get them to add language to the letter that the letter constitutes an assignment of their rights of access under OCGA Section 12-5-287(e), will that suffice?
Robert

Robert L. McCorkle, III
McCorkle & Johnson, LLP
912.232.6141 (Direct)
www.mccorklejohnson.com

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From: Brady, Kevin [<mailto:Kevin.Brady@dnr.ga.gov>]
Sent: Tuesday, July 16, 2019 5:46 PM
To: Robert McCorkle <rlm@mccorklejohnson.com>
Cc: Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

Counselor:

I sensed you were associated with the project and I think you are a talented lawyer. For what it is worth.

Taken your statement about the Condo as true, because we have no real knowledge here about that. We have only the product of Mr. Tobler's investigation of various materials available as public record that caused him to conclude an Association is involved. So given that a Condo involvement then the Applicant needs to send the Declaration you describe instead of a deed. We do that all the time substitute Condo Declarations for deeds as we did with one of your other clients who got ahead of themselves in rebuilding their dock. Be that as it may, please send the Declaration to show the Association has dominion and control over the common areas bordering the marsh at Lot 37 and any plat reference in the dedication of land to the common area.

Permission and Assigned Right of Access are separate issues. They are even annotated separately. I think it is hazardous to try and blend the two legal concepts into a single document like Barr's letter. The assignment being akin to an interest in land. But if the letter from Barr mirrored back the language of O.C.G.A. Section 12-5-287(e) assigned right of access, I would have accepted it despite my misgivings that the two legal concepts be blended into one document as attempted.

Thanks for your help.

With much respect,

Kevin F. Brady

From: Robert McCorkle [<mailto:rlm@mccorklejohnson.com>]
Sent: Tuesday, July 16, 2019 4:49 PM
To: Brady, Kevin <Kevin.Brady@dnr.ga.gov>
Cc: Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

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For what it is worth, I was involved in getting the approved letter from the Association. They claim no use in the water bottoms in Turner's Creek and have agreed to allow us full rights to use it if they in fact have any right to do so, which I believe they do not. All parties have been working extremely hard to get this done.

Robert L. McCorkle, III
McCorkle & Johnson, LLP
912.232.6141 (Direct)
www.mccorklejohnson.com

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From: Brady, Kevin [<mailto:Kevin.Brady@dnr.ga.gov>]
Sent: Tuesday, July 16, 2019 4:45 PM
To: Robert McCorkle <rlm@mccorklejohnson.com>
Cc: Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

Thanks. I am working late on a reply to Wall. I will cc you. Thanks again for your much needed help.
Kevin

From: Robert McCorkle [<mailto:rlm@mccorklejohnson.com>]
Sent: Tuesday, July 16, 2019 4:43 PM
To: Brady, Kevin <Kevin.Brady@dnr.ga.gov>; Brandon Wall <B_Wall@slighec.com>
Cc: Tobler, Paul <paul.tobler@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>; 'Guy Davidson' <gpd@daicommercial.com>; 'Jason Ball' <jason@ballmaritime.com>
Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

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Kevin,
I will provide you with the information I have here.

Attached is the Secretary of State annual registration for the Association which shows Dennis Barr as President. As you may know, there is no deed into the Association for the common area because Wilmington Plantation is a condominium. The Association's control of the common areas is established in the Declaration of Condominium itself, not a separate deed. The Condominium Act gives the Association Board full authority.

As for Wilmington Partners, I formed it. I will send you a resolution signed by the Members authorizing Guy's signature.
Thanks,
Robert

Robert L. McCorkle, III
McCorkle & Johnson, LLP
912.232.6141 (Direct)
www.mccorklejohnson.com

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From: Brady, Kevin [<mailto:Kevin.Brady@dnr.ga.gov>]

Sent: Tuesday, July 16, 2019 1:53 PM

To: Brandon Wall <B_Wall@slighec.com>

Cc: Tobler, Paul <paul.tobler@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>; Robert McCorkle <rlm@mccorklejohnson.com>; 'Guy Davidson' <gpd@daicommercial.com>; 'Jason Ball' <jason@ballmaritime.com>

Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

Dear Mr. Wall:

Thank you for your reply.

Frankly, the second round is brought about by you changing the rationale for utilization of the property not fronting property owned by the Applicant.

Meanwhile, your posturing as if the agency is narrow minded in trying to assist you in completing an application according to the principles set out in the statutory requirements only causes delay the type of which is brought about by my having to return to this matter in a principled and thought out reply.

Thanks again for partially submitting the materials asked for and needed to complete the application. You can look forward to my categorical reply to the above email in the days to come.

Respectfully,
Kevin F. Brady

From: Brandon Wall [mailto:B_Wall@slighec.com]

Sent: Tuesday, July 16, 2019 1:05 PM

To: Brady, Kevin <Kevin.Brady@dnr.ga.gov>

Cc: Tobler, Paul <paul.tobler@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>; 'Robert L. McCorkle III' <RLM@mccorklejohnson.com>; 'Guy Davidson' <gpd@daicommercial.com>; 'Jason Ball' <jason@ballmaritime.com>

Subject: RE: WILMINGTON PARTNERS LLC, CMP20180029

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Kevin,

Thanks for touching base, but I'm a little confused by this second round of additional info request. The letter we received from you guys several months ago states that "Staff has identified additional information that is needed before the application can be placed on public notice" and requests 6 items which we addressed in our response letter. I was under the impression this was what was needed to move the project forward to Public Notice. I also talked to you a while ago about ownership, and we've been working with Staff on the site plan, design, etc., since September, so I don't know why we are back at providing deeds, modifying the application forms, and questioning the owners capacity to sign the application.

Please see below responses to each item:

- 1) Mr. Davidson is a founding member of Wilmington Partners, LLC and has the capacity to sign for the LLC. We've never been asked by DNR to pull an Operating Agreement or Articles of Incorporation to prove someone's position in a company or ability to sign the application.
- 2) The letter from DNR states "the Department has determined Wilmington Plantation Condo Association owns upland on Lot 37 that claims rights on the area of Turner Creek which the applicant proposed to impact" and goes on to request a letter from them. DNR has already determined the Condo Association owns Lot 37 and has riparian rights to Turner Creek, so I assume you guys have a copy of the deed. It was not requested in the DNR RAI letter, and we obtained permission to use the water bottoms from the Condo Association as requested. It should also be noted that Lot 37 and Turner Creek are separated by over 1,000 feet of marsh. Dennis Barr is the President of the Wilmington Plantation Owners Association and has the ability to sign on their behalf. Being the President, there is no one else higher in the organization, so not sure what else can be provided.
- 3) The letter from the Condo Association assigns the applicant the right to access, use, enjoy, modify, etc. the state owned water bottoms. This is language I have worked with you on several times in the past, and it was vetted through the applicant's lawyer. We understand a water bottoms lease will be required, and we're pleased to provide whatever may be necessary for that, but the letter of permission we provided should be sufficient to put the project on Public Notice. Not sure what else can be provided by the Condo Association assigning access to the water bottoms.
- 4) The application forms were submitted in September 2018 and have been reviewed by Staff. No changes were requested. The forms were prepared in accordance with the vast majority of the CMPA Permit applications I've submitted in the past and seem to be consistent with other application forms that are currently on CRD Public Notice. But revised forms are attached as requested.
- 5) See response to Item 4 above

Hope this helps clarify.

Thanks,

Brandon W. Wall
Project Biologist
sligh **environmental consultants, inc.**
31 Park of Commerce Way, Suite 200B
Savannah, Georgia 31405
t. 912.232-0451 / f. 912.232.0453
<http://www.slighec.com>

From: Brady, Kevin <Kevin.Brady@dnr.ga.gov>

Sent: Monday, July 15, 2019 3:12 PM

To: b_wall@slighec.com

Cc: Tobler, Paul <paul.tobler@dnr.ga.gov>; Noble, Josh <Josh.Noble@dnr.ga.gov>; Bennett, Buck <Buck.Bennett@dnr.ga.gov>; Andrews, Jill <Jill.Andrews@dnr.ga.gov>

Subject: WILMINGTON PARTNERS LLC, CMP20180029

Subject: WILMINGTON PARTNERS LLC, Applicant CMP20180029

Dear Mr. Wall:

In reviewing the pending application by WILMINGTON PARTNERS LLC, (Commonly known as Lightship Marina) - I notice:

The first order of business is to demonstrate that Mr. Davidson has the capacity to sign for and bind WILMINGTON PARTNERS LLC. I found no public record to support his capacity. WILMINGTON PARTNERS LLC's Operating Agreement or a Corporate Resolution will suffice.

Second, WILMINGTON PARTNERS LLC's reliance on permission [OCGA Section Section 12-5-286(b)(4)] from WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC. must be supplemented by (A) WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.'s deed wherein WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC. claims ownership of the highland (& marsh) it is giving permission to WILMINGTON PARTNERS LLC to use (or waiving any interest in) and (B) just like the Applicant, WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC also has to demonstrate that Dennis Barr can sign for and has the capacity to bind WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC. In essence I have just described is support documentation for mere permission to file the application for the permit found at O.C.G.A. Section 12-5-286(b)(4).

Third, because the project has over 500 linear feet of floating dock space, a state water bottoms lease is required resulting in the need for not only mere permission as mentioned above but also a formal assigned right of access to WILMINGTON PARTNERS LLC from WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC. This project requires not only permission as required by O.C.G.A. Section 12-5-286(b)(4) but also a written assignment of the right of access or an assignment of the right of access as referred to in O.C.G.A. Section 12-5-287(e).

Fourth, the first page of the application has N/A for the military district, N/A for the Subdivision, N/A for the Lot No. and leaves "In City or Town" blank as it does also "the Name of the Nearest Creek, River or Sound, Bay or Hammock".

Fifth, the revocable license request omits the Lot, Block & Subdivision Name from Deed, and as of yet we have not determined Davidson's capacity to sign and bind WILMINGTON PARTNERS, LLC.

I imagine the fastest way to resolve items 4 and 5 is for you to populate the fields with the requested information as called for by the applications on their face. Populating the fields of the department's various form documents may be understood by some as unnecessary but I understand that the fields are to be populated, that is until I am instructed by my superiors to disregard such omissions as harmless and acceptable. Meanwhile, your populating the fields now, poses no delay under the circumstance.

Thank you for your interest in Georgia's natural resources and I look forward to reviewing the materials requested above as their receipt will bring the Applicant closer to a substantially completed Coastal Marshlands Protection Committee permit application.

Respectfully,

Kevin F. Brady
Compliance & Enforcement Analyst
[Coastal Resources Division](#)
(912) 264-7218 | M: (912) 554-3439
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Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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Return to: Thomas A. Nash, Jr., 7 East Congress Street, Suite 901, Savannah, Georgia 31401

DECLARATION OF CONDOMINIUM

"WILMINGTON PLANTATION"
A Condominium
Savannah, Chatham County, Georgia

DECLARANT: WILLIAM M., FOSTER

This Declaration is made this 13 day of July, 2000, by William M. Foster, hereinafter called the "Owner," for himself, his successors, grantees and assigns.

WHEREAS, Owner owns certain improved real property all in Savannah, Chatham County, Georgia, and being more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof by reference thereto; and being recorded in Condominium Plans Book 2 Page 12 of the Chatham County records; and

WHEREAS, Owner now desires to submit said property to the provisions of the "Georgia Condominium Act", Georgia Laws, (Acts 1975, pp. 609, et seq.) codified as Chapter 85-16E, Georgia Code Annotated, and also codified under Title 44, Article III, Section 70, et seq., of the Official Code of Georgia Annotated, 1981, all as may be amended from time to time (hereinafter referred to as "The Condominium Act" or "Act") and,

WHEREAS, Owner desires to provide for the development of the submitted property into a maximum of two hundred sixty five (265) Condominium Units each as authorized by law and as hereinafter provided and to provide for additional property to be added to the Condominium

beyond the fixed boundaries of the property herein at a maximum average density of sixteen (16) units per acre on said property.

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

DECLARATION

Owner hereby publishes and makes the following declaration as to the divisions, covenants, restrictions, conditions, limitations and uses to which the submitted property and improvements now situated thereon and hereinafter constructed specifying that this Declaration shall constitute covenants to run with the land, binding upon Owner, its heirs, successors, grantees, 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 Property described on Exhibit "A" (attached hereto and incorporated herein and made a part hereof) to the provisions of the Georgia 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 "WILMINGTON PLANTATION", a condominium, the same being located in Savannah, Chatham County, Georgia.

I. DEFINITIONS

Except as provided herein, the definitions set forth in the Georgia 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 "A", (attached hereto and by reference incorporated herein and made a part hereof), and shall apply to any further subdivision of the Submitted Property or additions to said property hereinafter submitted under the terms hereof.

(a) "Additional Subdivision" shall mean with regard to any portion of the property described in Exhibit "A" which is originally designated as one Unit hereunder, the construction of more than one unit within the boundaries of the original Unit shall be in accordance with the provisions of the Condominium Act and this Declaration.

(b) "Additional Property" means any property which may be added to this expandable condominium in accordance with provisions of the Declaration and the Georgia Condominium Act and shall include that portion of the property described on Exhibit "A" and

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designated as "RESERVED FOR FUTURE DEVELOPMENT" or similarly designated and shall also include property outside the boundaries of the property described thereon which may be acquired by the developer of his successors or assigns for purpose of adding to this expanding condominium.

(c) "Association" shall mean "WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.", a Georgia non-profit corporation formed for the purpose of exercising the powers of the Association of this Condominium.

(d) "Board of Directors" or "Board" shall mean the Directors of "WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC."

(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, this Declaration, Association by-laws, and all amendments to such.

(f) "Building" shall mean the composite of all Units Common Elements and Limited Common Elements comprising the separate Units, as shown on the Condominium Plat herein described.

(g) "Common Expenses" shall mean all expenditures lawfully made or incurred by or on behalf of WILMINGTON PLANTATION CONDOMINIUM ASSOCIATION, INC. together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Act, this Declaration, Association by-laws, and all amendments to such. Common expenses shall include charges for water, sewer and refuse collection or service.

(h) "Common Profits" shall mean all income collected or accrued by or on behalf of the Condominium Association, other than the income derived from assessments pursuant to section 44-3-80 of the Official Code of Georgia Annotated or as provided by this Declaration, Association By-Laws, and all amendments to such.

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

(j) "Condominium Documents" or "Condominium Instruments" shall mean this Declaration, the Articles of Incorporation and the By-Laws of WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC., 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 shall 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 integral part of the affected condominium

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instrument or document, so long as such amendment or certification was made in accordance with the provisions of the Act and this Declaration.

(k) "Condominium Unit" shall mean a unit together with the undivided interest in the common elements appertaining to that unit.

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

(m) "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.

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

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

(p) "Limited Common Element" shall mean any 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.

(q) "Majority," except where otherwise provided by the Act, this Declaration, the Articles of Incorporation of WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC. or the By-Laws thereof, shall mean the number of condominium unit owners or their proxies, entitled to cast fifty-one (51%) percent or more 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.

(r) "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.

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

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

(u) "Plans" and "Plat" shall mean the plans and plat of the Buildings, Units, and Submitted Property referred to in the Act, which plans and plat are more particularly designated

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and described on Exhibit "B," incorporated herein, and by reference made a part hereof. Said plans and plat are filed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

(v) "Property" shall mean the composite of all Units, common elements and limited common elements comprising the separate Units, as shown on the Condominium Plat herein described.

(w) "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 or this Declaration, said property being more particularly described on Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof. Further subdivision shall be deemed to be submitted property upon the alteration of the number of Condominium Units pursuant to the provisions of the Act and this Declaration.

(x) "Unit" shall mean a portion of the condominium intended for any type of independent ownership and use.

(y) "Unit Owner" means one or more Persons, including the Owner, who owns a Condominium Unit.

(z) "WILMINGTON PLANTATION 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 will automatically become members of the Association upon becoming such owner. WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC., is hereinafter sometimes referred to as "Association."

2. DESCRIPTION OF THE PROPERTY

The Submitted Property is located at 612 Wilmington Island Road in Chatham County, Georgia. For a complete description of the Submitted Property, reference is hereby made to the Condominium Plans Book and Page of the Chatham County Records set forth on page one of these Declarations.

3. DESCRIPTION OF THE UNITS

Greater detail as to the exact dimensions of the units and their location are contained in the Master Plat of Submitted Property recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. in the above-described Condominium Plans Book.

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4. UNIT BOUNDARIES

The boundaries of each unit shall be determined in the following manner:

(a) The upper boundary shall be the plane of the lower surfaces of the structural floor joists of the unit above or roof joist as the case may be.

(b) The lower boundary shall be the plane of the upper surface of the floor joists, cement or slab as the case may be.

(c) The vertical boundaries of the unit shall be (1) the interior plane of the exterior supporting walls (including the interior surface of the exterior windows and doors) of the building, and (2) the interior plane of the wall studs between the units, if applicable, and all limited and general common areas.

(d) Each unit shall include all improvements contained within such area, including any plumbing and electrical fixtures; provided, however, that no load bearing walls and load bearing columns of the building in which such unit is located, and no pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within such unit and forming part of any system serving one or more other units or the Common Elements shall be deemed to be a part of such unit.

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5. SEPARATE REAL ESTATE TAXES

Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and in said event such taxes shall be a Common Expense.

6. LIMITED AND GENERAL COMMON ELEMENTS,
SHARES OF COMMON ELEMENTS
AND LIABILITY FOR COMMON EXPENSES

(a) Limited Common Elements: Any area so designated on the Condominium Plans, shall constitute a limited common area of the units served by such areas. As such, they shall be reserved for the exclusive use of the owners of the units so situated for the exclusive use of the owners of the units so situated and their employees, clients, guests, invitees and licensees (except as may be required by the Georgia Fire & Safety Code).

The exterior surface of all doors and windows of each unit shall be limited common elements.

(b) General Common Elements: The general common areas shall consist of the land, and all improvements located thereon except the Units and any limited common areas, including but not limited to the plumbing pipes (excluding fixtures) and pumps, electrical wires (except those to each Unit for which separate meters are installed), utility closets, gas lines, extensions and supporting walls, foundation, roof, hallways, lobby, lounge, public restrooms, ballrooms, elevators, elevator lobbies, entry ways and fire exits.

(c) Each unit owner shall own a proportionate share in the general common elements and in any common surplus of the condominium and shall be liable for a proportionate share of common expenses of the condominium. The percentage of Common Elements ownership shall be based on the number of condominium units comprising the condominium at any point in time, excluding any area reserved by the developer for future development, with each then existing condominium unit bearing an equal share of such expense. Charges imposed for water, sewer and refuse collection or service shall be deemed expenses applicable to general common areas and shall be similarly allocated to each unit. The expenses of the limited common area shall be divided among those units served by such area or areas on a pro rata basis.

(d) The expenses applicable to public liability, workers' compensation, casualty and liability and fidelity bond coverage and property insurance on the common elements shall be considered common expenses of the condominium and allocated as set forth above. The provisions of this declaration to the contrary notwithstanding, the cost of property insurance on the individual units shall be in such coverage amount as determined annually by the board of directors of the association and shall be allocated among the units on a square footage basis, determined by dividing the square footage of each individual unit by the total square footage of all units then comprising the condominium and applying the percentage thereof to the total cost of property insurance on the individual units.

7. MAINTENANCE AND ALTERATION OF UNITS

(a) The responsibility of the Unit owner shall be:

(1) To maintain, repair, or replace the Unit at owner's expense all portions of his Unit or limited common areas appurtenant to his Unit except the portions to be maintained, repaired, replaced by the Association:

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(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium Building(s);

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

(b) Neither the unit owner nor the Association shall make any alteration in the portions of a Unit or the 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 the 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 shall be prepared by an architect or engineer licensed to practice in this state and shall be filed with the Association and approval thereof by the Association obtained prior to commencement of the work.

(c) Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorations. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls (including windows and doors), floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association; otherwise each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), to the extent such decoration is deemed appropriate by the Board, and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interiors of all windows forming a part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

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8. 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. The association shall maintain, repair and replace:

(1) All portions of a Unit contributing to the support of the Condominium Building, (except interior surfaces) which portions shall include, but not be limited

to, the foundation, outside walls and roof of the Condominium Building and all fixtures on the exterior thereof except that any exterior air conditioning compressor or heating unit on the exterior shall be the responsibility of the Unit Owner whose unit such equipment serves; 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 utility services which are contained in the portions of a Unit which service part or parts of the condominium other than the unit within which contained.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(b) There shall be no alteration or improvement of the property constituting the common areas without prior approval by not less than two-thirds (2/3) of the members of the Association except as provided by the By-Laws, but any such alteration or improvement shall not interfere with the rights of any unit owner. The costs of such work shall not be assessed against any lender, whether an individual, 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 improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any costs not so assessed shall be assessed to the other owners in the proportions which their shares in the common areas bear to each other. There shall be no change in the shares and rights of a Unit Owner in the common areas which are altered or further improved, whether or not the Unit Owner contributes to the costs thereof.

9. THE ASSOCIATION AND VOTING RIGHTS

The operation of the condominium shall be by WILMINGTON PLANTATION OWNERS' 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 directors/members of the Association shall be the Unit Owners. The Declarant shall be a member of the association for any unsold or retained units.

(b) Each Unit Owner has an undivided interest in the Common Areas. liability for common expenses and shall be a member of the Association with one vote therein. weighted in accordance with the percentage as set forth in Section 6 herein.

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(c) The Association has been incorporated under the Articles of Incorporation in the form attached as Exhibit "C" which is made a part hereof.

(d) The By-Laws of the Association are in the form attached as Exhibit "D" which is made a part hereof.

(e) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for the 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.

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10. DECLARANT'S CONTROL OF THE ASSOCIATION

(a) Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-Laws of the Association, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association until the Declarant transfers control of the Association to the Unit Owners as defined in Section 11. Every grantee of any interest in the Submitted Property by acceptance of a deed or other conveyance of such interest, agrees that the Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions.

(b) The Declarant also shall have control of the Association, the project, and the Unit Owners as defined in Section 11.

(c) All rights reserved and/or retained by Owner/Declarant shall specifically inure to the benefit of the holder of any mortgage securing the Owner's/Declarant's construction financing as well as any transferee acquiring the Property incident to foreclosure, deed in lieu of foreclosure, or other remedy for default available to such mortgagee; and such rights shall include, but not be limited to, the Owner's/Declarant's control of the Association, the right to expand the Condominium, and the reservation of easements for access, utilities, amenities, etc. necessary or desirable for further development of the Condominium.

11. DECLARANT'S TRANSFER OF CONTROL OVER THE ASSOCIATION

(a) The Declarant shall transfer control of the Association to the Unit Owners, no later than the earlier of the following events:

1. The expiration of any time limit specified for such purpose in the condominium instruments, which time limit may not be enlarged or extended after the conveyance by the Declarant of a condominium unit without the express consent of all unit owners;
2. Unless the Declarant at that time has an unexpired option to add additional property, the date as of which units to which four-fifths of the undivided interests in the common elements pertain shall have been conveyed by the Declarant to unit owners other than a person or persons constituting the Declarant;
3. The expiration of seven years after the recording of the declaration in the case of this expandable condominium, or
4. The surrender by the Declarant of the authority to appoint and remove members of the board of directors and officers of the Association by an express amendment to the declaration which is executed and recorded by the Declarant. No formal or written proxy or power of attorney need be required of the unit owners to vest such authority to appoint and remove members of the board of directors and officers of the Association in the Declarant, the acceptance of a conveyance of a condominium unit being wholly sufficient for such purpose.

(b) The term "control" shall mean the right of the Declarant to control the Association, the Association Board, the project, or the Unit Owners in any manner except through votes allocated to Units it owns on the same basis as votes pertaining to sold Units. Prior to the passage of control, the Association should not be bound directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of such contract or lease without cause which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) day's notice to the other party.

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12. ASSESSMENTS

(a) The Association's Board of Directors shall have the authority and duty to levy and enforce the collection of general and special assessments for Common Expenses, and shall provide adequate remedies for failure to pay such assessments. An assessment against any Unit, with interest, costs, and a reasonable attorney's fee shall become a lien upon such Unit if not paid when due in accordance with the Georgia Condominium Act. Each assessment against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment became due. Such a personal obligation shall not pass to successors in title unless assumed by them, or required by the Act. Common Expenses include expenditures made or liabilities incurred by the Association together with payments or obligations to reserve accounts. Assessments shall be collected by the Association as determined by the Board.

(b) To the extent permitted by the Act, any lien of the Association for Common Expenses assessments, or other charges, becoming payable on or after the date of recordation of the first Mortgage on any Unit shall be subordinate and inferior to the operation and effect of said first mortgage. A lien for Common Expense assessments shall not be affected by any sale or transfer of a Unit except that a sale or transfer pursuant to a Foreclosure of a first Mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are extinguished pursuant to the foregoing provision shall be reallocated and assessed to all of the Units as a Common Expense, unless collected from the Unit Owner having personal liability therefor. Any such sale or transfer pursuant to a Foreclosure does not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter

(c) Assessments against Unit Owners for common expenses shall be made pursuant to the By-Laws and shall be allocated as set forth in Section 6 of this Declaration.

(d) 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 12% per annum from the date when due until paid. Additionally, 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 the 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.

(e) In any foreclosure of a lien for assessments. the owner of the unit subject to the lien shall be required to pay to the Association the fair rental value for the unit, from

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the time of institution of suit to foreclose until said sale at foreclosure (or judgment if suit is otherwise satisfied).

(f) 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 units, and reasonable attorney's fees actually incurred.

(g) If any Unit shall be owned 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 by the Condominium Instruments.

(h) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

(i) A working capital assessment shall be established for initial Association expenses equal to the amount of two months' assessments for each Unit. Each Unit's share of the working capital assessment shall be collected from Purchaser and transferred to the Association at the time of closing of the sale of each Unit and shall be utilized for the use and benefit of the Association. The purpose of the fund is to insure that the Association Board will have cash available to meet start-up expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

13. INSURANCE

Insurance policies upon the condominium property covering the items described in subparagraph (b) of this Article shall be purchased by the Association, as required by Sec. 44-3-107 of the Georgia Condominium Act, for the benefit of the Association and the Unit Owners and their mortgages as their interests may appear. Provisions shall be made for the issuance of the certificates of mortgage endorsements to the mortgagees of Unit Owners.

(a) Insurance shall cover the following:

(1) The entire building and all 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 or if insurance in such amount is not available, at the highest value available.

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Said coverage shall include improvements, betterments and appliances of the individual units. 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 a building similar to the building on the land, such as vandalism and malicious mischief. Notwithstanding anything above to the contrary, the hazard insurance coverage for this Condominium shall at all times meet the requirements of the Lending Guide of the Federal National Mortgage Association, as such Guide may be amended from time to time.

(2) Public liability in amounts not less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, and such other or increased coverage as shall be required by the Board of Directors of the Association and Sec. 44-3-107 of the Georgia Condominium Act, including but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Worker's compensation as required by law.

(4) Casualty and liability insurance and fidelity bond coverage meeting the requirements of the Lending Guide of the Federal National Mortgage Association, as such Guide may be amended from time to time.

(b) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense and allocated among the unit owner as provided in Item 6 hereinabove.

(c) 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.

14. INSURANCE PROCEEDS

(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.

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(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 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 Section 6. Proceeds on account of units shall be held for the Owners of damaged units 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 15. 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 15 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds 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.

(4) In making distributions to Unit Owners and their mortgages, the Insurance Trustee may rely upon a certificate of the Association 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.

15. WHEN DAMAGED PROPERTY
IS TO BE RECONSTRUCTED OR REPAIRED

(a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under Sec. 44-3-98 of the Georgia Condominium Act that the condominium shall be terminated.

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(b) If the damaged property is the Condominium Building, and if Units to which 60% 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 that the condominium shall be terminated.

(c) If the damaged property is the Condominium Building, and if Units to which more than 60% of the common areas are appurtenant are found by the Board of Directors to be not tenantable, the damaged property shall not be reconstructed or repaired and the condominium shall be terminated under the Georgia Condominium Act unless within 60 days after the casualty the owners of at least 80% of the common areas agree in writing to such reconstruction or repair.

(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 of not less than 80% of the common areas, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

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16. 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 on account of damage to common areas 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 \$5,000.00, 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 or, if there is a mortgagee endorsement, then to the Unit Owner 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.

17. USE RESTRICTIONS

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

(a) Residential Use. Each Unit can be utilized for residential purposes, only. No Unit may be divided or sub-divided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this declaration to show the changes in the Unit to be affected thereby.

(b) Use of Common Areas. The common areas shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the use and occupancy of the Units.

(c) Annoyance. 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

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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 areas which will increase the rate of insurance upon the condominium property without the consent of the Association. 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) Completion of Improvements. Whether or not the Declarant has sold all of the Units, neither the Unit Owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements by the Declarant or any Unit purchaser. The Declarant may make such use of the unsold Units and common areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the property, and the display of signs.

(e) Exterior Appearance. To provide a neat, attractive, and harmonious appearance throughout the development, no awnings, shades, or window boxes shall be attached to or hung or used on the exterior of any window or door of a unit or garage without the prior written consent of the Board of Directors. No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or other purpose nor shall any window-mounted heating or air conditioning units be permitted. Outside clothes lines are specifically prohibited and shall not be erected, placed, or maintained upon any portion of the development, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall outside the interior of the unit.

(f) Restrictions on Common Areas. No planting or gardening shall be done except within the boundaries of a unit. No railings, fences, hedges or walls shall be erected or maintained upon the common areas of any unit lot except ones installed in accordance with Declarant's construction of the improvements located thereon or those approved by the Board of Directors or the Architectural Standards Committee. The use and enjoyment of the common areas by the owners, their families, tenants, visitors, guests, servants and agents shall be subject to such reasonable rules and regulations as may be made and amended by the Board of Directors from time to time and in accordance with the Declaration.

(g) Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted on any portion of the development without the express written permission of the Board of Directors. In addition, the Board of Directors, on behalf of the Association shall have the right to erect reasonable and appropriate signs on any portion of the common areas. This condition does not apply to Declarant during the time of development and sale of units in the project.

(h) Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any owner upon any portion of the development, provided that no more than

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a total of two generally recognized house pets may be kept in each unit subject to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are kept or maintained solely as a domestic pet and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the common area or the yard portion associated with a unit, unless the same shall be approved in advance in writing by the Board of Directors. Pets shall be under the control of the owner at all times when walked or exercised in any portion of the development, and no pet shall be permitted to leave droppings on any portion of the common area and the owner of such pet shall immediately remove the same. Upon the written request of any owner, the Board of Directors may conclusively determine in its sole and absolute discretion, whether, for purposes of this subparagraph, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the development if such pet is found to be a nuisance or to be in violation of the restrictions. The Board of Directors shall have the further right to fine any owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such owner or an occupant of his unit, and an owner shall be liable to the Association for the cost of repair of any damage to the common area caused by the pet of such owner or of an occupant of such owner's unit. Any such fine or cost of repair shall be added to and become part of that portion of any assessment next coming due to which such unit and owner are subject. Notwithstanding any of the foregoing to the contrary, the Board of Directors shall retain the absolute power to at any time prohibit any pets from being kept within the development.

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(i) Antennas. No antenna or other device for transmission or reception of television signals, radio signals or any form of electromagnetic radiation shall be erected used or maintained outdoors on any portion of the development, whether attached to a unit, garage or any other structure provided, however, that Declarant shall have the right but not the obligation to erect, construct and maintain such devices for the benefit of the entire development.

(j) Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Development. Noxious or offensive activities shall not be carried on in any unit or in any part of the common area and each owner, his family, tenants, visitors, guests, servants and agents shall refrain from any act or use of a lot or of the common area which could cause disorderly, unsightly, or unkept conditions or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other units, or which could result in a cancellation of any insurance for any unit or any portion of the common area, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire protection devices used exclusively for such purposes shall be located, used or placed within the Development. Any owner or his family,

servants, agents, guests or tenants who dumps or places any trash or debris upon any portion of the development shall be liable to the Association for the actual cost of removal thereof not less than a sum set from time to time by the Board of Directors and any such sum shall be added to and become part of that portion of any assessment next becoming due to which the owner and his lot are subject.

(k) Motor Vehicles, Trailers, Boats, etc. There shall be no outside storage or parking upon any lot or any portion of the common area of any automobile, mobile home, trailer (either without or with wheels), motor home, tractor, truck, camper, camper trailer, boat or other water craft, boat trailer, motorcycle, motorized bicycle, motorized go cart or any other transportation device of any kind except (i) within the parking spaces, if any, assigned by the Board of Directors to and for such storage, and (ii) for guests temporarily parking in spaces designated by the Board and in accordance with the rules and regulations promulgated by the Board. Further, although not expressly prohibited hereby, the Board of Directors may at any time prohibit any of the foregoing from being kept, placed, stored, maintained or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interest of the Development. The operation of any motorized vehicle by a minor upon any portion of the Development is prohibited. No owners or occupants of any portion of the Development shall repair or restore any vehicle of any kind on any lot or upon any portion of the common area, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(l) 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 By-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners upon request.

18. NOTICE OF LIEN OR JUDGMENT

(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 thirty (30) days after the attaching of the lien. Failure to comply with this subparagraph shall not affect the validity of any judicial sale.

(b) Notice shall be given to the Association of every judgment against any Unit Owner.

19. COMPLIANCE AND DEFAULT

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(a) Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, by the Articles of Incorporation, By-Laws, and regulations of the Association 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 his 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 the hazard insurance premium occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's 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 By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

(d) In order to enforce compliance with all lawful provisions of the condominium instruments and the Association's Articles of Incorporation, By-Laws, and rules and regulations by the Unit Owners and those persons entitled to occupy Units and in addition to other rights of a remedies available to the Association, the Association shall be empowered to impose and assess fines and suspend temporarily the right of use of certain of the common elements in such manner and to such extent as the Association may from time to time determine; provided, however, that no such suspensions shall deny any Unit Owner or occupant access to the Unit owned or occupied nor cause any hazardous or unsanitary conditions to exist. The Association shall not impose fines or suspend any rights of the Unit Owner or occupant unless and until the following procedure is followed.

(i) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten days, during which the violation may be abated without further sanction if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanctions after notice and hearing if the violation is not continuing.

(ii) Notice. Within twelve months of such demand, if the violation continues past the period allowed in a demand for abatement without penalty, or if the same rule is subsequently violated, the Association shall serve the alleged violator with written notice of a

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hearing to be held by the Board of Directors in executive session. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall not be less than ten days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.

(iii) Hearing. The hearing shall be held in executive session pursuant to the notice affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of the delivery is entered by the officer or director who delivered such notice together with a statement of the date and manner of the delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

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20. RIGHTS OF MORTGAGE HOLDERS

Notwithstanding any of the foregoing provisions of this Declaration, the following provisions are hereby adopted for the protection of mortgagees (and any insurers or guarantors of the applicable mortgagees) of individual condominium units within the project, and to the extent that they conflict with the foregoing provisions, shall control:

(a) None of the foregoing provisions, nor any provisions of the By-Laws of the Association shall entitle a condominium Unit Owner, Declarant, or any other party, priority over any rights of first mortgagees of condominium Units with regard to a distribution to condominium Unit Owners of insurance proceeds or condominium awards for losses to or the taking of condominium Units or common elements.

(b) The Association shall give written notice to any first mortgagees of individual condominium Units of any loss to or taking of, the common areas of the condominium project if such loss or taking exceeds \$10,000.00 or if damage to a condominium Unit covered by a mortgage exceeds \$1,000.00.

(c) Any mortgagee of an individual condominium Unit shall have the right to examine the books and records of the Association or the Declarant. The Association shall be required to make available to any mortgagee of an individual condominium Unit current copies of the Declaration, By-Laws, other rules concerning the Condominium, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

(d) The Association shall provide, upon request, any mortgagee of individual Units within the project with written notice of any default in the performance of any obligation of any Unit Owner under this Declaration or By-Laws of the Association which is not cured within sixty (60) days.

(e) Any mortgagee of any individual Condominium Unit within the project who obtains title to a Condominium Unit pursuant to the provisions of the mortgage by transfer by deed in lieu of foreclosure, or foreclosure of the mortgage shall not be personally liable for any part of the unpaid dues or charges attributable to such Unit which have accrued prior to the acquisition of title to such Unit by the mortgagee; however, such unpaid dues or charges shall constitute liens as provided herein or under Georgia law.

(f) Unless at least two-thirds (2/3) (or such greater number as may be specified in the Act or elsewhere in this Declaration) of the mortgagees holding mortgages constituting first liens on Units subject to such mortgages (based upon one vote for each mortgage owned) have given their prior written approval, the Association shall not be entitled to: (1) by act or omission seek to abandon or terminate the condominium; (2) change the pro rata interest or obligations of any Unit for (A) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (B) determining the pro rata share of ownership of each Unit in the common elements; (3) partition or subdivide any Unit, which shall require in addition the prior written approval of the holder of any first mortgage on such unit; (4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements; provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium shall not be deemed a transfer within the meaning of this clause; (5) use hazard insurance proceeds for losses to any of the property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such improvements; (6) amended materially this Declaration or the By-Laws of the Association; or (7) terminate professional management, if any, and assume self management of the condominium.

(g) No provision of the condominium instruments shall be construed to grant to any Unit Owner or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the common elements or any portions thereof.

(h) To notify in writing all mortgagees of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

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(i) To notify in writing all mortgagees of any proposed action requiring the consent of a specified percentage of the mortgage holders.

(j) Upon written request, to furnish any holder of a first mortgage with a copy of the financial statements for the Association for the immediately preceding fiscal year.

21. EASEMENTS.

The following easements and rights are hereby established as covenants and burdens running with the real property and the improvements thereon:

(a) In case of any emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the managing agent, if any, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right to entry shall be immediate.

(b) Each Unit Owner shall have an easement in common with the other Owners of all Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Directors of the Association or their designee shall have the right to access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the building.

(c) The initial and subsequent Boards may grant or assume easements, leases, or licenses for utility purposes for the benefit of the Condominium, including the right to install, lay, maintain, repair, and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits and wires over, under, along and on any portion of the Units and/or Common Elements; and, each Unit Owner hereby grants to the Board, or its designee, the irrevocable power of attorney to execute, acknowledge, and record for or in the name of the Association or each Unit Owner such instruments as may be necessary to effectuate the foregoing.

(d) Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Elements; and, for vehicular traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, for all Unit Owners of Units, their guests, families, invitees, lessees, the Association, and the Declarant, its successors and assigns.

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(e) In the event that any Unit shall encroach upon any of the Common Elements or any other Unit or Units, for any reason not caused by purposeful or negligent act of the Unit Owner, or agents of such Owner, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Elements or upon a Unit for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements upon any Unit for so long as such encroachment shall naturally exist. If any Unit or Common Elements shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and if upon reconstruction of such Unit and/or Common Elements in accordance with this Declaration, there exist encroachments of portions of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, then such encroachments shall be permitted and a valid easement for the maintenance thereof shall exist so long as such encroachments shall naturally remain.

(f) Owner expressly reserves for himself, his heirs, successors and assigns a perpetual easement across the common property of the condominium for the purpose of ingress and egress to and from the wells and pumping equipment located in the basement of the main building (formerly the hotel) which are expressly reserved for the continued ownership and use of Owner to provide water to the property of Owner situate adjacent to the common property of the condominium on both sides of Wilmington Island Road and which are subject to such agreements as may be entered into from time to time for joint use of the water service produced thereby.

22. 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.

(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 the owners of 80% of the common elements of the condominium.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless owners so affected shall consent. No amendment shall change any Unit boundary nor the share in the common areas 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 Superior Court of Chatham County, Georgia.

(e) In addition to the requisite vote of Unit Owners, the approval of institutional mortgagees holding mortgages on Units comprising at least fifty-one percent of the votes of Units subject to mortgages held by Institutional Mortgagees, shall be required to add or amend any material provision of the condominium documents which establish, provide for, govern or regulate the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
4. Insurance or Fidelity Bonds;
5. Rights to use of the common elements;
6. Responsibility for maintenance and repair of the several portions of the project;
7. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
8. Boundaries of any Unit;
9. The interests in the general or limited common areas;
10. Convertibility of Units into common elements or of common areas into Units;
11. Leasing of Units;
12. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;

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13. Any provisions which are for the express benefit of Institutional Mortgagees, eligible insurers or guarantors of first mortgages on Units.

23. ADDITIONS TO CONDOMINIUM

Owner explicitly reserves an option to expand the Condominium for a period of seven years from the recording of the Declaration. This reservation will terminate prior to the expiration of seven years only if it is fully exercised prior to the end of said seven-year period to include all of the property reserved hereunder. It is further provided that the Unit Owners of Units to which two-thirds of the votes in the Association appertain exclusive of any vote or votes appurtenant to any Unit or Units then owned by the Owner may consent to the extension of any such option within one year prior to the date upon which the option would otherwise have expired. There shall be no other limitations on the option hereunder.

The legal description of the additional property which may be added by option shall be the property described in Exhibit "A" attached hereto and designated as Reserved for Future Development or similarly designated and shall further include any additional property acquired by the developer or his successors and assigns for the purpose of further expanding said condominium. The horizontal upper and lower boundaries and the vertical and lateral boundaries of the buildings depicted thereon shall be the same as set forth in the buildings to be constructed as part of this original Declaration.

Portions of the additional property may be added to the Condominium at different times and in such amounts as shall be determined by the Owner without limitation. There shall be no limitation as to the location of any improvements to be made on the additional property attached hereto.

The maximum number of units which may be created on the property shown on Exhibit "A" shall be 265 including the property dedicated herein. Additional property added beyond the boundaries described in Exhibit "A" shall contain a maximum average of sixteen (16) units per acre thereon. Said Units may be added to the Condominium in such increments or amounts as determined by the Owner. Said Units to be added to the Condominium shall be restricted exclusively to residential use and shall be compatible with the structures on the submitted property in terms of quality of construction, principal materials used and architectural style of said Units.

There are no assurances or representations made by the Owner that such additional improvements will or will not be made, nor that the improvements to be made shall be limited, in accordance with the improvements set forth herein.

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The Units created on any portion of the additional property shall be substantially similar in style and type to the units to be constructed on the submitted property, provided however that no assurances would be made nor no warranties made by Owner that said units will be substantially identical thereto. The Owner reserves the right to create limited common elements within any portion of the additional property or to designate common elements therein which may subsequently be assigned as limited common elements without limitation.

The undivided interest in the common elements and the votes in the Association and liability for common expense shall be established in proportion to the total number of units then part of the development at the time of each respective action or expense and shall change upon addition of additional property to the Condominium. Each unit shall be granted one vote in the Association.

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24. NOTICES

Any notice or consent required by the Act or by any of the Condominium Instruments shall be a written notice delivered to the recipient or mailed to recipient by United States Mail, postage prepaid, at recipient's last known address, if the recipient is an individual, or addressed to the President of the Association, if the recipient is the Association. All notices delivered by mail shall be deemed to have been given as the date and hour 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 Directors or 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.

25. 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, By-Laws, and regulations of the Association shall not affect the validity of the remaining portion thereof.

26. DECLARATION PREPARATION

This formal Declaration of Condominium was prepared by Thomas A. Nash, Jr., Attorney at Law, 7 East Congress Street, Suite 901, Savannah, Georgia 31401, as attorney for Declarant.

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

DECLARANT:

William M. Foster

WILLIAM M. FOSTER

Executed and delivered under seal
this 13th day of July, 2000

Sala Barrow
WITNESS

Thomas A. Nash, Jr.
NOTARY PUBLIC



My commission expires:

THOMAS A. NASH, JR.
Notary Public, Chatham County, Georgia
My Commission Expires Nov. 11, 2002

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TO EXHIBITS**

EXHIBIT A	-	Legal Description of dedicated property
EXHIBIT B.	-	Condominium Plans and Plat
EXHIBIT C	-	Articles of Incorporation of Wilmington Plantation Owners' Association
EXHIBIT D	-	Bylaws of Wilmington Plantation Owners' Association

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EXHIBIT "A"

WILMINGTON PLANTATION, A CONDOMINIUM

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 19.846 ACRES OF HIGH LAND AND BEING KNOWN AS A PORTION OF LOTS 37, 38 AND 39 OF THE FORMER WALTHOUR TRACT, GENERAL OGLETHORPE HOTEL SITE, CHATHAM COUNTY, 5TH G.M. DISTRICT, WILMINGTON ISLAND STATE OF GEORGIA, UPON A MAP OR PLAT PREPARED FOR WILLIAM M. FOSTER, CHICAGO TITLE INSURANCE COMPANY, EXCHANGE BANK, BY JOHN S. KERN, DATED MAY 5, 1998 AND RECORDED IN PLAT RECORD BOOK 15 P, FOLIO 58 OF THE CHATHAM COUNTY RECORDS, EXPRESS REFERENCE IS HEREBY MADE TO THE ABOVE-STATED PLAT FOR BETTER DETERMINING THE METES, BOUNDS AND DIMENSIONS THEREOF;

AND ALSO, WITHOUT OF WARRANTY OF TITLE, ALL THAT CERTAIN LAND, LYING BETWEEN THE ABOVE-REFERENCED PROPERTY AND THE LOW WATER MARK OF THE WILMINGTON RIVER AND TURNER'S CREEK; SUBJECT, HOWEVER, TO THE RIGHTS OR CLAIMS OF THE STATE OF GEORGIA WITHIN THE ESTUARINE AREA AS DEFINED IN THE "COASTAL MARSHLANDS PROTECTION ACT OF 1970."

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EXHIBIT "B"

TO DECLARATION OF CONDOMINIUM

OF

WILMINGTON PLANTATION, A CONDOMINIUM

For a more particular description of the Plans and Plat of Wilmington Plantation, A
Condominium, reference is hereby made to the plat and plan recorded in the Condominium Plan
Book and Page referred on page one of this Declaration.

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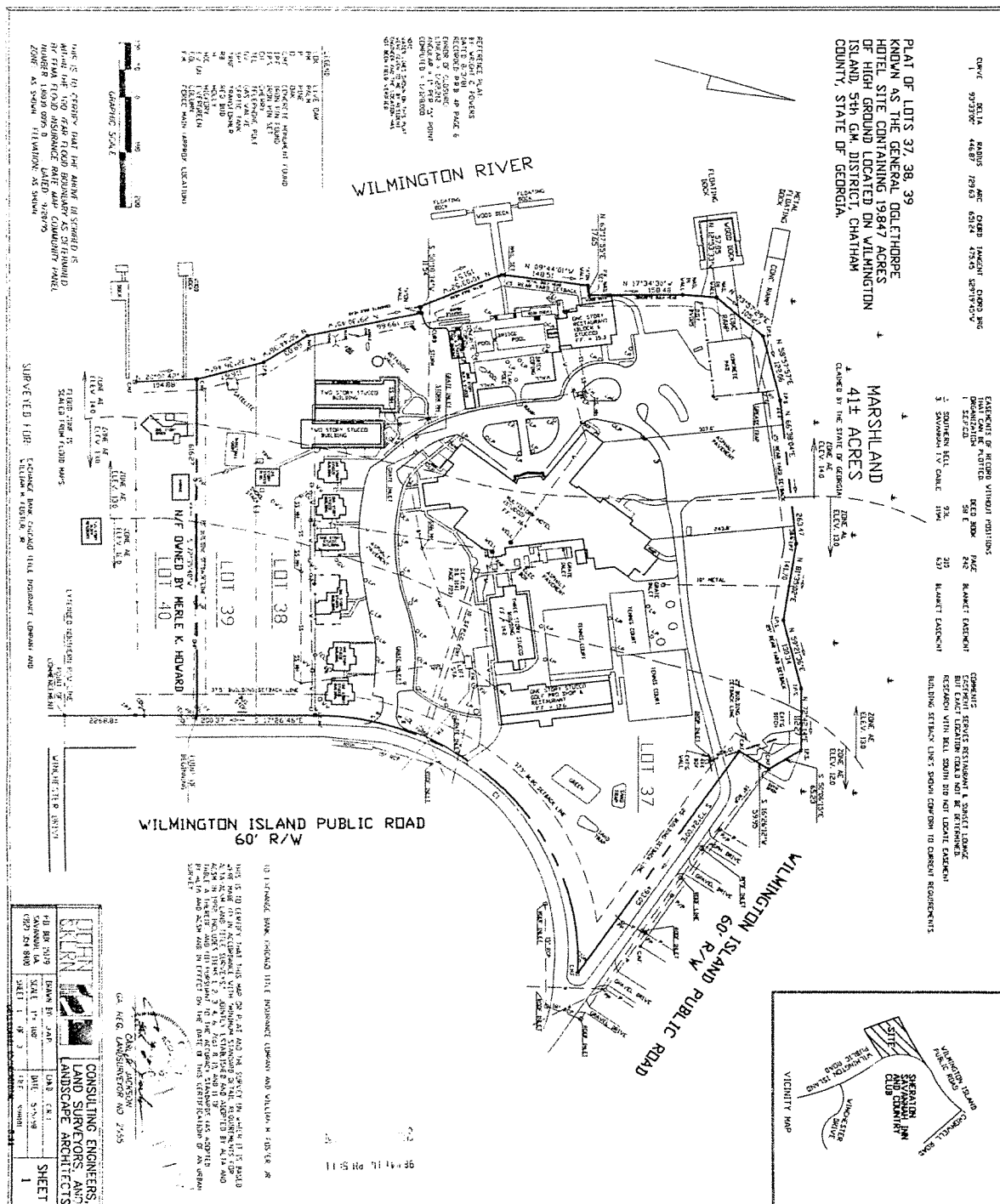


EXHIBIT "A"

WILMINGTON PLANTATION, A CONDOMINIUM

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 19.846 ACRES OF HIGH LAND AND BEING KNOWN AS A PORTION OF LOTS 37, 38 AND 39 OF THE FORMER WALTHOUR TRACT, GENERAL OGLETHORPE HOTEL SITE, CHATHAM COUNTY, 5TH G.M. DISTRICT, WILMINGTON ISLAND STATE OF GEORGIA, UPON A MAP OR PLAT PREPARED FOR WILLIAM M. FOSTER, CHICAGO TITLE INSURANCE COMPANY, EXCHANGE BANK, BY JOHN S. KERN, DATED MAY 5, 1998 AND RECORDED IN PLAT RECORD BOOK 15 P, FOLIO 58 OF THE CHATHAM COUNTY RECORDS, EXPRESS REFERENCE IS HEREBY MADE TO THE ABOVE-STATED PLAT FOR BETTER DETERMINING THE METES, BOUNDS AND DIMENSIONS THEREOF;

AND ALSO, WITHOUT OF WARRANTY OF TITLE, ALL THAT CERTAIN LAND, LYING BETWEEN THE ABOVE-REFERENCED PROPERTY AND THE LOW WATER MARK OF THE WILMINGTON RIVER AND TURNER'S CREEK; SUBJECT, HOWEVER, TO THE RIGHTS OR CLAIMS OF THE STATE OF GEORGIA WITHIN THE ESTUARINE AREA AS DEFINED IN THE "COASTAL MARSHLANDS PROTECTION ACT OF 1970."

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STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

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BUSINESS INFORMATION

CONTROL NUMBER	0030123
BUSINESS NAME	WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.
BUSINESS TYPE	Domestic Nonprofit Corporation
EFFECTIVE DATE	03/29/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS	505 Sandhill Road, Savannah, GA, 31410, USA
---------	---

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
Williamson, Kim	505 Sandhill Rd., Chatham, SAVANNAH, GA, 31410, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Ann Howell	SECRETARY	700 Wilmington Island Rd#500, Savannah, USA
Bud Martin	CFO	211 Schooner Drive, Savannah, USA
Dennis Barr	CEO	700 Wilmington Island Road#T-3, Savannah, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kim Williamson
AUTHORIZER TITLE	Registered Agent



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Wilmington Partners, LLC	Control Number:	17047669
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	17 Park of Commerce Blvd., Suite 105, Savannah, GA, 31405, USA	Date of Formation / Registration Date:	5/2/2017
State of Formation:	Georgia	Last Annual Registration Year:	2019

REGISTERED AGENT INFORMATION

Registered Agent Name: **Guy Davidson**

Physical Address: **17 Park of Commerce Blvd, Suite 105, Savannah, GA, 31405, USA**

County: **Chatham**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Wilmington Partners, LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/02/2017** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 05/03/2017.



A handwritten signature in black ink, appearing to read 'B. P. Kemp'.

Brian P. Kemp
Secretary of State

ARTICLES OF ORGANIZATION

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BUSINESS INFORMATION

CONTROL NUMBER 17047669
BUSINESS NAME Wilmington Partners, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/02/2017

PRINCIPAL OFFICE ADDRESS

ADDRESS 17 Park of Commerce Blvd., Suite 105, Savannah, GA, 31405, USA

REGISTERED AGENT'S NAME AND ADDRESS

NAME **ADDRESS**
Guy Davidson 17 Park of Commerce Blvd, Suite 105, Chatham, Savannah, GA, 31405, USA

ORGANIZER(S)

NAME	TITLE	ADDRESS
Robert L. McCorkle, III	ORGANIZER	319 Tattnall Street, Savannah, GA, 31401, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Robert L. McCorkle, III
AUTHORIZER TITLE Organizer

STATE OF GEORGIA

Secretary of State
Corporations Division
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Atlanta, Georgia 30334-1530

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BUSINESS INFORMATION

CONTROL NUMBER 17047669
BUSINESS NAME Wilmington Partners, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 03/26/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS 17 Park of Commerce Blvd., Suite 105, Savannah, GA, 31405, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Guy Davidson	17 Park of Commerce Blvd, Suite 105, Savannah, GA, 31405, USA	Chatham

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Carla Simerly
AUTHORIZER TITLE Manager

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

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BUSINESS INFORMATION

CONTROL NUMBER	17047669
BUSINESS NAME	Wilmington Partners, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/15/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS	17 Park of Commerce Blvd., Suite 105, Savannah, GA, 31405, USA
---------	--

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
Guy Davidson	17 Park of Commerce Blvd, Suite 105, Chatham, Savannah, GA, 31405, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Carla Simerly
AUTHORIZER TITLE	Registered Agent

STATE OF GEORGIA

Secretary of State
Corporations Division
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2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

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BUSINESS INFORMATION

CONTROL NUMBER 0030123
BUSINESS NAME WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 03/29/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS 505 Sandhill Road, Savannah, GA, 31410, USA

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
Williamson, Kim	505 Sandhill Rd., Chatham, SAVANNAH, GA, 31410, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Ann Howell	SECRETARY	700 Wilmington Island Rd#500, Savannah, USA
Bud Martin	CFO	211 Schooner Drive, Savannah, USA
Dennis Barr	CEO	700 Wilmington Island Road#T-3, Savannah, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Kim Williamson
AUTHORIZER TITLE Registered Agent



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
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BUSINESS SEARCH

BUSINESS INFORMATION

**WILMINGTON
PLANTATION
OWNERS'
ASSOCIATION, INC.**

Business Name: **WILMINGTON
PLANTATION
OWNERS'
ASSOCIATION, INC.** Control Number: **0030123**

Business Type: **Domestic Nonprofit
Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **505 Sandhill Road,
Savannah, GA,
31410, USA** Date of Formation /
Registration Date: **6/30/2000**

State of Formation: **Georgia** Last Annual
Registration Year: **2019**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Williamson, Kim**

Physical Address: **505 Sandhill Rd., SAVANNAH, GA, 31410, USA**

County: **Chatham**

OFFICER INFORMATION

Name	Title	Business Address
Dennis Barr	CEO	700 Wilmington Island Road#T-3, Savannah, GA, 31410, USA
Bud Martin	CFO	211 Schooner Drive, Savannah, GA, 31410, USA
Ann Howell	Secretary	700 Wilmington Island Rd#500, Savannah, GA, 31410, USA

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>
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Secretary of State
Corporations Division
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#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0030123
EFFECTIVE DATE: 06/30/2000
COUNTY : CHATHAM
REFERENCE : 0077
PRINT DATE : 07/05/2000
FORM NUMBER : 311

THOMAS A. NASH, JR.
P.O. BOX 3075
SAVANNAH, GA 314023075

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.
A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

ARTICLES OF INCORPORATION
OF
WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.

ARTICLE I

Name. The name of the corporation is WILMINGTON PLANTATION OWNERS' ASSOCIATION, INC.

ARTICLE II

Initial Registered Office. The initial registered office of the Corporation is located at 612 Wilmington Island Road, Savannah, Georgia 31410, and the registered agent at such address is Thomas A. Nash, Jr.

ARTICLE III

Incorporator. The name and address of the Incorporator is Thomas A. Nash, Jr., 7 East Congress Street, Suite 901, Savannah, Georgia 31401.

ARTICLE IV

Membership. Every owner of a unit within Wilmington Plantation, a Condominium, which is subject to the Master Declaration of Covenants, Conditions and Restrictions for Wilmington Plantation, a Condominium, of record in the real property records of Chatham County, Georgia, shall be a member of the corporation. Membership shall be appurtenant to and may not be separated from ownership of any unit, and ownership of a unit shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's membership in the Association. Where a mortgagee or

other person holding an interest in a unit as security for the performance of an obligation acquires title to such unit through a foreclosure proceeding or the issuance of a deed in lieu of foreclosure, such mortgagee or other transferee shall be deemed to have a membership in the Association upon acquiring title to such unit. In the event of multiple owners of a unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member, but in no event shall more than one vote be cast or more than one office held for each unit. When more than one person holds an interest in any unit, the vote for such unit shall be exercised as those owners of such unit themselves determine and advise the Secretary or Assistant Secretary of the Association prior to any meeting. In the absence of such advisement, the vote appurtenant to such unit shall be suspended in the event more than one person seeks to exercise it. Such a suspended vote shall be counted for the purpose of calculating a quorum, but such a suspended vote shall not be cast with regard to voting matters of the Association until the persons owning such unit determine how such vote shall be cast and so advise the Secretary or Assistant Secretary of the Association.

ARTICLE V

Initial Principal Office. The mailing address of the initial principal office is Wilmington Plantation, c/o Thomas A. Nash, Jr., 612 Wilmington Island Road, Savannah, Georgia 31410.

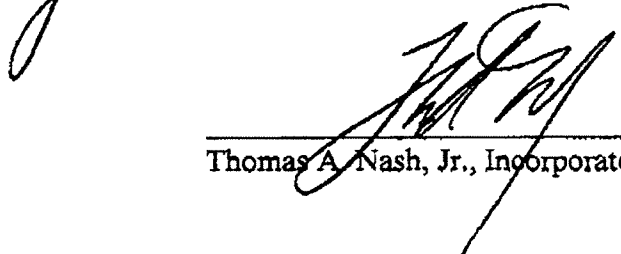
ARTICLE VI

Purpose. The Corporation is organized pursuant to the provisions of the Georgia Non-Profit Corporation Code and is not organized and shall not be operated for pecuniary gain or profit, direct or indirect, to its members and shall have no capital stock.

The basic purpose of the Corporation is to maintain the common areas of the project known as Wilmington Plantation, a Condominium, located in Savannah, Chatham County, Georgia, and to collect and administer funds for the maintenance of said property. The corporation shall never be authorized to engage in a regular business of a kind ordinarily carried on for profit or in any other activity except in furtherance of the purposes stated above for which the corporation is organized. The corporation shall never engage in propaganda, attempt to influence legislation, or participate in any political campaign on behalf of any candidate for public office, nor shall any part of its property or any part of the income therefrom be devoted to such purposes.

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation, this

29 day of June, 2000.



Thomas A. Nash, Jr., Incorporator

00. 10. 00 00 00

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AFFIDAVIT OF PUBLICATION
SAVANNAH MORNING NEWS

STATE OF GEORGIA
CHATHAM COUNTY

JOAN T. JENKINS

Personally appeared before me, _____, to me known, who being sworn, deposes and says:

That she/he is the CLASSIFIED ADV. SUPV of Southeastern Newspaper Corporation, Georgia corporation, doing business in Chatham County, Georgia under the trade name Savannah Morning News, a daily newspaper published in said county;

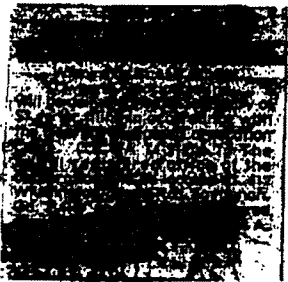
That she/he is authorized to make affidavits of publication on behalf of said published corporation;

That said newspaper is of general circulation in said county and in the area adjacent hereto;

That he has reviewed the regular editions of the Savannah Morning News, published

Aug 23, 2000, Aug 30, 2000,
_____, 2000, _____, 2000,

and finds that the following advertisement, to-wit:



appeared in each of said editions.

sworn to and subscribed
before me this 11th day
Sept., 2000

Joan T. Jenkins
(Deponent)

Lillie D. Lang

LILLIE D. LANG
Notary Public, Chatham County, Ga.
My Commission Expires Apr. 8, 2001
Notary Public, Chatham County, Ga.

Brady, Kevin

From: Brady, Kevin
Sent: Thursday, January 3, 2019 4:28 PM
To: Tobler, Paul
Cc: Noble, Josh; Wall, Brandon
Subject: Application for Lightship Marina

Paul:

Applicant owns 248 ft. of waterfront within its' boundaries on Turner's Creek but proposes to go outside its upland boundary to eventually build out about 720 ft. of Turner's Creek. The Applicant, at its own peril, is seemingly relying on the Committee's discretion to provide it with water bottoms outside the boundary of it's adjoining highland.

I will sign off on the real property portion of the project within the 248 ft. with the recognition that a large part of the project lays somewhere within the bosom of the discretion of the Committee.


As stated above, the Applicant proceeds at its own peril with respect to water bottoms outside it's boundary and the Committee's discretion to favorably apportion them the balance of the water bottoms. In as much as I think it is within the sound discretion of the Committee I am unable to form an opinion about the merits or lawfulness of the Applicant's claim outside the 248 ft. mentioned above.

Respectfully,

Kevin F. Brady
Compliance & Enforcement Analyst
Coastal Resources Division
(912) 264-7218 | M: (912) 554-3439
[Follow us on Facebook](#)
[Buy a fishing license today!](#)

A division of the
GEORGIA DEPARTMENT OF NATURAL RESOURCES

Return to: McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401


Doc ID: 030359730006 Type: WD
Recorded: 05/04/2017 at 01:30:18 PM
Fee Amt: \$1,420.00 Page 1 of 6
Transfer Tax: \$1,400.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK 1068 PG 353-358

STATE OF GEORGIA
COUNTY OF CHATHAM

LIMITED WARRANTY DEED

THIS INDENTURE is made and entered into this 3rd day of May, 2017, between **JSW Investment, LLC**, a Utah limited liability company, **Carole C. Bauman, Brenda C. Rotureau, Cynthia Bisbee, Edwin W. Carson, III and Jeanie S. Werntz**, as "Grantors", and **Wilmington Partners, LLC**, a Georgia limited liability company, as "Grantee",

WITNESSETH:

That the said Grantors for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell or convey unto the Grantee all that tract or parcel of land known as Lot Number 36, Walthour Subdivision, Savannah, Chatham County, Georgia, which is more fully described in the attached Exhibit "A", incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever in FEE SIMPLE.

RECEIVED

SEP 13 2018

GA DNR

AND THE SAID Grantors, for their heirs, successors and assigns, will warrant and forever defend the right and title to the above-described property, unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on on the day and year first above written.

Edwin W. Carson, III
Edwin W. Carson, III

Signed, sealed and delivered
in the presence of:

Marjorie F. Carson
Witness

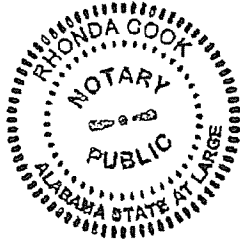
Rhonda Cook
Notary Public

Notarized the 3rd day of May, 2017

Notary Public Date of Expiration:

MY COMMISSION EXPIRES 03/17/2020

(Notary Seal)



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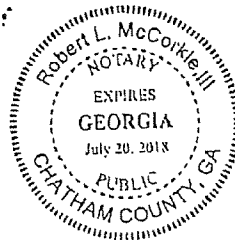
JSW Investment, LLC,
a Utah limited liability company

By Janet Sue Woolley
Janet Sue Woolley, Member

Signed, sealed and delivered
in the presence of:

G. M.
Witness

[Signature]
Notary Public



Notarized the 3rd day of May, 2017

Notary Public Date of Expiration:

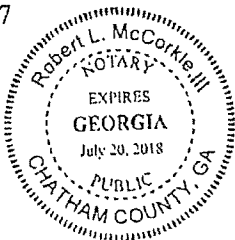
(Notary Seal)

[Signature]
Jeanie S. Wertz

Signed, sealed and delivered
in the presence of:

G. M.
Witness

[Signature]
Notary Public



Notarized the 3rd day of May, 2017

Notary Public Date of Expiration:

(Notary Seal)

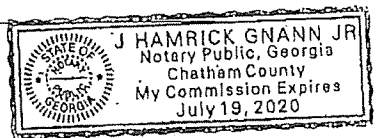
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Brenda C Rotureau
Brenda K. Rotureau
C. B & R

Signed, sealed and delivered
in the presence of:

Jennifer Sullito
Witness

A. Gray
Notary Public



Notarized the 3rd day of May, 2017

Notary Public Date of Expiration:

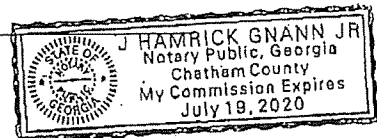
(Notary Seal)

Carole C. Bauman
Carole C. Bauman

Signed, sealed and delivered
in the presence of:

Jennifer Sullito
Witness

A. Gray
Notary Public



Notarized the 3rd day of May, 2017

Notary Public Date of Expiration:

(Notary Seal)

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Cynthia Bisbee
Cynthia Bisbee

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

Notarized the 3rd day of May, 2017

Notary Public Date of Expiration:

CHARLOTTE WHITE
Notary Public, AL State at Large
My Comm. Expires 6-17-2017

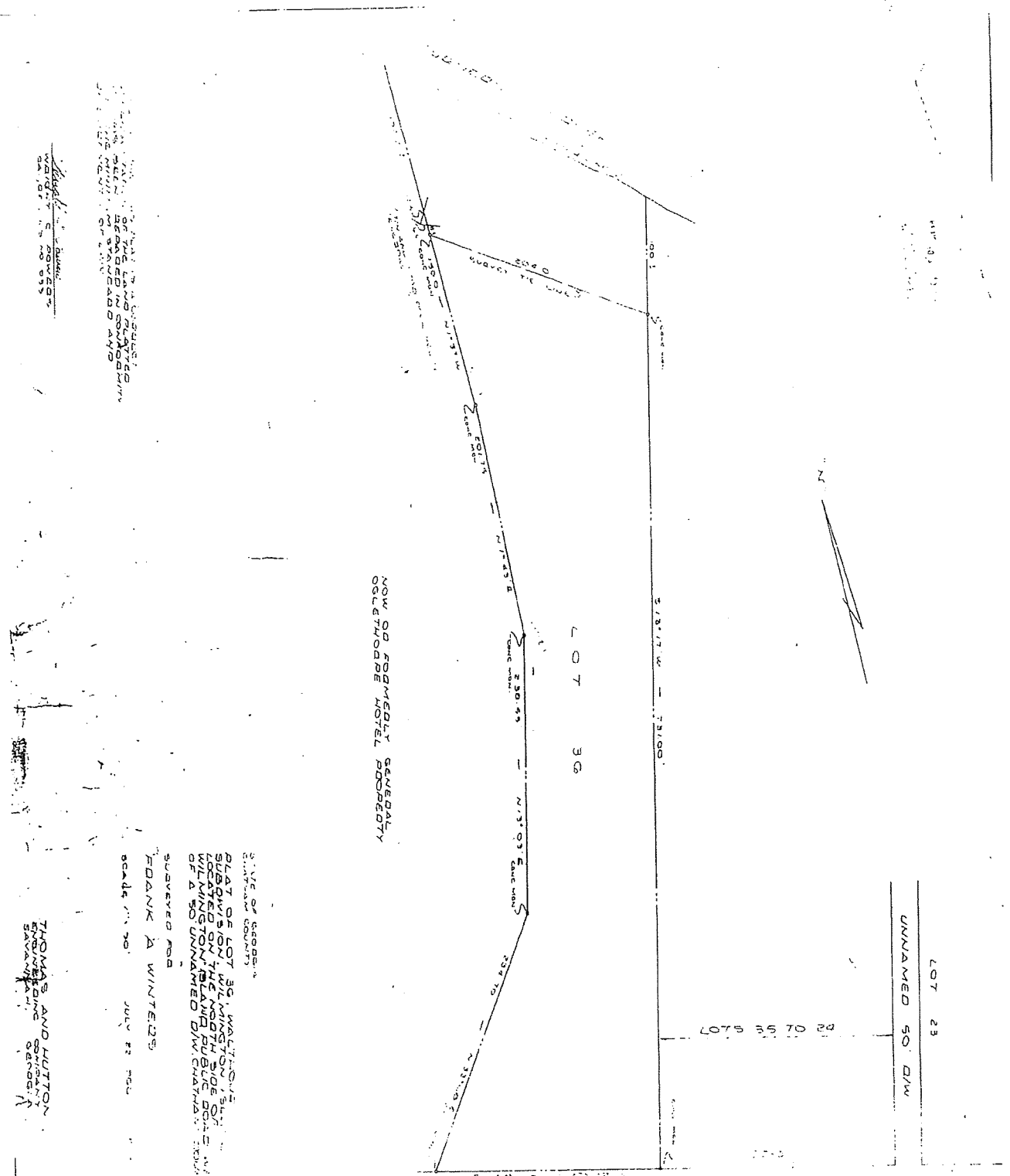


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EXHIBIT "A"

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island, Chatham County, Georgia, known as Lot Number 36, Walthour Subdivision, located on the north side of Wilmington Island Public Road, and having those dimensions and boundaries which appear upon that certain plat prepared July 22, 1966, for Frank A. Winters, by Thomas & Hutton Engineering Company, said plat being of record in Plat Record Book V, folio 224, in the office of the Clerk of the Superior Court of Chatham County, Georgia.

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BEING THE PART OF THE SURVEY
 OF THE LAND AND PLATTED
 AS SHOWN IN RECORD BOOK
 OF THE COUNTY OF CHATHAM
 STATE OF GEORGIA
 BOOK 10 PAGE 103

THOMAS AND LUTTON
 SURVEYORS
 Savannah Georgia

STATE OF GEORGIA
 COUNTY OF CHATHAM
 PLAT OF LOT 35, WALTERSON'S
 SUBDIVISION, BEING THE NORTH SIDE OF
 WILMINGTON BLVD. PUBLIC ROAD, W. 1/2
 OF A 50 UNNAMED D.W. CHATHAM COUNTY
 SURVEYED FOR
 FRANK A WINTERDS
 scale 1" = 40' JULY 21 1904

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 SEP 13 2018
 GA DNR