PHASE 1 PROJECT DEVELOPMENT AGREEMENT

THIS PHASE 1 PROJECT DEVELOPMENT AGREEMENT (the "Agreement") is entered into and effective as of the __ day of May, 2018 by and among **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**, a municipal corporation existing under the laws of the State of Georgia (hereinafter referred to as "City"), **DOWNTOWN SAVANNAH AUTHORITY** ("DSA"), a public corporation of the State of Georgia, **SRL LAND VENTURE LLC** ("SRL"), a Georgia limited liability company, and **EW MFR VENTURE I LLC** ("Developer"), a Georgia limited liability company.

R E C I T A L S :

WHEREAS, City and an affiliate of SRL have previously entered into that certain Amended & Restated Development Agreement dated as of August 3, 2017 (the "Master Development Agreement"), pursuant to which the parties agreed to certain terms relating to the redevelopment of the 55-acre site to be known as Eastern Wharf located in the city of Savannah, Georgia;

WHEREAS, Section 2 and Section 4 of the Master Development Agreement contemplate the development of a mixed-use project on a portion of Eastern Wharf, referred to therein as the "Phase 1 Project";

WHEREAS, SRL acquired Savannah River Landing effective as of September 20, 2017 and as of August __, 2018 has conveyed approximately 4.82 acres of the land known as Parcel C-6A in Eastern Wharf (the "Phase 1 Land") to Developer, an affiliate of SRL. The Phase 1 Land is more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference and is pictorially shown on Exhibit "B" attached hereto and incorporated herein by this reference;

WHEREAS, as contemplated in Section 2 of the Master Development Agreement, Developer now intends to develop the Phase 1 Project on the Phase 1 Land, which shall consist of the Phase 1 Garage, the Phase 1 Apartment Project, and the Phase 1 Retail Project (each as defined in the Master Development Agreement);

WHEREAS, as contemplated in Section 4 of the Master Development Agreement, SRL, Developer, City and DSA now desire to evidence their agreement to collaborate on the construction of the Phase 1 Project and to coordinate with one another with respect to the design, development, construction, financing and ownership structure for the Phase 1 Project; and

WHEREAS, City and DSA have determined that it is in the best interests of City and DSA for City and DSA to enter into this Agreement and to effectuate the transactions described hereinabove and set forth in more detail in this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of TEN AND N0/100 DOLLARS ($10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be

legally bound, agree as follows:

1. **Incorporation of the Recitals.** The recitals of this Agreement are incorporated herein as if fully set out below.

2. **Architect's Agreement.** Developer has entered into that certain AIA Standard Form of Agreement between Owner and Architect (the "Architect's Agreement") dated as of March 14, 2018 with Cooper Carry, Inc. ("Architect"), pursuant to which Architect has prepared detailed plans and specifications for the construction of the Phase 1 Project (the "Plans"). As provided in Section 2 of the Master Development Agreement, City has paid or shall pay Architect for the cost of the Plans to the extent that they relate to the Phase 1 Garage and SRL has paid or shall pay Architect for the cost of the Plans to the extent that they relate to the Phase 1 Apartment Project and the Phase 1 Retail Project. City and DSA have reviewed the Plans and have previously approved the Plans as provided to them by SRL, Developer and Architect.

3. **Construction Contract for the Phase 1 Project.** Developer has entered into that certain AIA Standard Form of Agreement Between Owner and Contractor dated as of _____, 2018 (the "Construction Contract") with Choate Construction Company for the construction of the Phase 1 Project. The Construction Contract includes two separate construction budgets, one for the Phase 1 Garage (the "Parking Garage Budget"), and the other for the Phase 1 Apartment Project and the Phase 1 Retail Project (the "Apartments and Retail Budget"). City and DSA have reviewed the Construction Contract and the Parking Garage Budget and have previously approved same. Developer and SRL have previously approved the Apartments and Retail Budget.

4. **Other Contracts.** Developer has entered into that certain Proposal Letter Agreement dated as of November 15, 2017 (the "Engineering Contract") with Thomas & Hutton Engineering Co. for the engineering work relating to the construction of the Phase 1 Project.

5. **Bond Authorization.** City and DSA have agreed to fund the construction of the Phase 1 Garage as set forth in the Parking Garage Budget. City and DSA intend to enter into an Intergovernmental Agreement, pursuant to which DSA shall issue its Taxable Revenue Bonds (City of Savannah SRL Parking Garage Project), Series 2018 (the "Parking Garage Bonds") on behalf of the City in the aggregate principal amount not to exceed THIRTY-THREE MILLION and NO/100 DOLLARS ($33,000,000.00) for the construction of the Phase 1 Garage.

6. **Development Management Agreement/Disbursement Agreement.** DSA, City and Developer intend to enter into a Development Management Agreement in the form attached hereto as Exhibit "C", pursuant to which DSA and City shall engage Developer to act as the development manager to oversee the construction of the Phase 1 Garage in accordance with the Construction Contract, the Plans and the Parking Garage Budget. DSA and Developer also intend to enter into a Disbursement Agreement in the form attached hereto as Exhibit "D", pursuant to which Developer shall submit disbursement requests to DSA to have the construction costs relating to the Phase 1 Garage funded from the proceeds of the Parking Garage Bonds.

7. **Bond Financing Security Documentation.** In order to provide collateral to secure the obligation of Developer to convey the Phase 1 Garage to DSA upon completion of the Phase 1 Project, Developer intends to grant to DSA a first priority deed to secure debt (the "DSA Security

Deed") recorded against the Phase 1 Land. In addition, Developer intends to collaterally assign to DSA all of Developer's right, title and interest in the Architect's Agreement, the Construction Contract, the Engineering Contract and all other agreements with third parties relating to the construction of the Phase 1 Project.

8. **Financing for the Phase 1 Apartment Project and the Phase 1 Retail Project.** Developer also intends to obtain a construction loan in the amount of FIFTY FOUR MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($54,100,000.00) (the "Loan") from The Bank of the Ozarks ("Construction Lender") for the construction of the Phase 1 Apartment Project and the Phase 1 Retail Project. In order to secure Developer's obligations with respect to the Loan, Developer intends to grant to Construction Lender a second priority deed to secure debt (the "Junior Security Deed") (which is junior to the DSA Security Deed) to be recorded against the Phase 1 Land. In addition, Developer intends to collaterally assign to Construction Lender (subordinated to the prior assignment thereof made to DSA as referenced in Section 7 above) all of Developer's right, title and interest in the Architect's Agreement, the Construction Contract, the Engineering Contract and all other agreements with third parties relating to the construction of the Phase 1 Project. DSA and Construction Lender shall enter into an intercreditor agreement/recognition agreement in order to provide the Construction Lender with certain cure rights with respect to a default by Developer under the DSA Security Deed and/or any of the other documents serving as collateral for the Parking Garage Bonds.

9. **Temporary Parking Lease Agreement.** Upon substantial completion of the Phase 1 Garage (and upon the issuance by City of a temporary certificate of occupancy for the Phase 1 Garage), Developer shall enter into a temporary parking lease agreement (the "Temporary Parking Lease") with City to allow City to commence the use of portions of the Phase 1 Garage, with vehicular access permitted via the entrance facing the Marriott hotel property located to the west of the Phase 1 Garage. City's right to use portions of the Phase 1 Garage shall be limited to those areas of the Phase 1 Garage that are not impacted or affected by the on-going construction of the Phase 1 Apartment Project and the Phase 1 Retail Project. City shall not be required to pay for the right to use portions of the Phase 1 Garage under the Temporary Parking Lease.

10. **Creation of Condominium Structure.** Upon substantial completion of the entire Phase 1 Project, Developer shall record against the Phase 1 Land that certain Declaration of Condominium of Eastern Wharf – Phase 1 (the "Condo Declaration"), together with the related condominium plans and plat, in the form attached hereto as Exhibit "E". The Condo Declaration shall create three (3) separate condominium units, the "City Parking Garage Unit", the "Apartments Unit" and the "Retail Unit". Simultaneous with the recording the Condo Declaration, DSA shall release and cancel the DSA Security Deed, Developer shall convey fee simple title to the City Parking Garage Unit to DSA, Construction Lender shall modify the legal description on the Junior Security Deed to remove the legal description for the Phase 1 Land and to replace it with the legal descriptions for the Apartments Unit and the Retail Unit, and Developer shall convert Developer's fee title in the Phase 1 Land to reflect fee title in the Apartments Unit and the Retail Unit.

11. **Parking Option Agreement.** At such time as the City Parking Garage Unit is conveyed to DSA, DSA shall enter into the Parking Option Agreement with SRL in the form attached hereto as Exhibit "F", pursuant to which DSA shall grant to SRL (and to its successors

and assigns), as the owner(s) of the remainder of the land in Eastern Wharf, the option to lease parking spaces (not to exceed 800 parking spaces in total) in the Phase 1 Garage or in another city-owned parking garage to be developed at a later date at Eastern Wharf. The Parking Option Agreement shall provide that SRL (its successors and assigns) shall have the right to draw down additional parking spaces in the Phase 1 Garage in phases, as and when subsequent development projects are being contemplated on the land within the Eastern Wharf development. DSA shall agree to enter into subsequent parking lease agreements (substantially in the form attached to the Parking Option Agreement) with such developer entities at such time to evidence the parking arrangement between such developer and DSA. The parties shall record a memorandum of option against the City Parking Garage Unit to evidence the agreement to lease additional spaces in the future.

12. **Inspection.** During the pendency of construction of the Phase 1 Garage, Developer will permit DSA, City and their respective agents to have access to the Phase 1 Garage at reasonable times to conduct such surveys, studies, inspections and investigations as they shall deem appropriate.

13. **Notices.** All notices that may be or are required to be given to or made by either party to the other in connection with this Agreement will be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, to the addresses set out below, by facsimile transmission or email to the facsimile machine number or email address set out below with an original to follow promptly by certified mail, or at such other address, facsimile machine number or email address as specified by written notice and delivered in accordance herewith, to:

City: City of Savannah
Attention: City Manager 2 East Bay Street
City Hall, 4th Floor Post Office Box 1027
Savannah, Georgia 31401
Phone: (912) 651-6415
Facsimile: (912) 238-0872

with copy to: Office of the City Attorney
Attention: W. Brooks Stillwell, III, Esquire
6 East Bay Street
Gamble Building, 3rd Floor
Post Office Box 1027
Savannah, Georgia 3140l
Phone: (912) 525-3092
Facsimile: (912) 525-3267

DSA: Downtown Savannah Authority
Attention: Chairman
2 East Bay Street
Savannah, Georgia 31401
Phone: (912) 651-6415
Facsimile: (912) 238-0872

with copy to: Office of the City Attorney
Attention: W. Brooks Stillwell, III, Esquire
6 East Bay Street
Gamble Building, 3rd Floor
Post Office Box 1027
Savannah, Georgia 3140l
Phone: (912) 525-3092
Facsimile: (912) 525-3267

SRL or
Developer: Mr. A. Trent Germano
2870 Peachtree Street, Suite 122
Atlanta, GA 30305
trent@atgermano.com
Phone: (404) 580-0052

Mr. Reid Freeman
Regent Partners
3340 Peachtree Road, Suite 1400
Atlanta, GA 30326
rfreeman@regentpartners.com
Phone: (404) 995-1527

with copy to: Sheley, Hall & Williams, P.C.
Attention: David G. Williams, Esq.
303 Peachtree Street, Suite 4440
Atlanta, GA 30308
david@sheleyhall.com
Facsimile: (404) 880-1351

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, or on the date of written confirmation of receipt by facsimile machine or confirmation of receipt of the email, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery.

14. **Time of the Essence**. Time is of the essence in complying with the terms, conditions and agreements of this Agreement. Upon any failure of a party to perform in compliance with this Agreement, the other party will have all rights and remedies afforded to such party at law or in equity.

15. **Entire Agreement**. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between parties and not expressly stated herein, will be of any force or effect.

16. **Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

17. **Amendment**. Any amendment to this Agreement will not be binding upon the parties hereto unless such amendment is in writing duly executed by the parties hereto.

18. **Governing Law; Venue**. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. Any legal suit, action or proceeding against any party hereto arising out of or relating to this Agreement shall be instituted in any Federal Court in the Southern District of Georgia or state court in Chatham County, Georgia.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed under seal as of the day and year first above written.

City:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By: _____
City Manager

DSA:

DOWNTOWN SAVANNAH AUTHORITY

By: _____
Chairman

SRL:

SRL LAND VENTURE LLC, a Georgia limited liability company

By:_____
Name: A. Trent Germano
Title: Manager

DEVELOPER:

EW MFR VENTURE I LLC, a Georgia limited liability company

By:_____
Name: A. Trent Germano
Title: Manager

Exhibit List:

Exhibit "A" - Legal Description of Phase 1 Land
Exhibit "B" - Pictorial Representation of Phase 1 Land
Exhibit “C” – Development Management Agreement
Exhibit “D” – Disbursement Agreement
Exhibit “E” – Condominium Declaration
Exhibit “F” – Parking Option Agreement

Exhibit "A" - Legal Description of Phase 1 Land

[attached hereto]

Exhibit "B" - Pictorial Representation of Phase 1 Land

[attached hereto]

Z:\26193\Draft\0000\Survey\DWG\26193-0000-Plat.dwg - May 10, 2018 - 10:35:54 AM

THIS SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT

NOTES

1. FIELD EQUIPMENT USED FOR THIS SURVEY: 5" TOTAL STATION
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 483,470 FEET, AN ANGULAR ERROR OF 1" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
3. ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
4. THIS PLAT HAS A PRECISION OF ONE FOOT IN 198,869 FEET OR BETTER.
5. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
6. ACCORDING TO F.I.R.M. MAP NO. 13051C, PANEL 0154F, REVISED SEPTEMBER 26, 2008, THE PROPERTY SHOWN ON THIS PLAT LIES IN SPECIAL FLOOD HAZARD ZONE AE (BASE FLOOD ELEVATION 12 FEET).
7. WETLANDS THAT MAY EXIST ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
8. TAX MAP NUMBER: 2-0006-05-006, 2-0006-05-008, 2-0006-05-009, 2-0006-05-010, 2-0006-05-012 AND 2-0006-05-011
   PROPERTY OWNER: SAVANNAH RIVER LANDING LAND JV, LLC (PER TAX RECORDS)
   PLAT REFERENCE: PLAT BOOK 51, PAGE 146
9. UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE UTILITY PROTECTION CENTER SHOULD BE CONTACTED PRIOR TO BEGINNING ANY CONSTRUCTION.
10. THE D.N.R. JURISDICTIONAL LINE ALONG THE BANK OF SAVANNAH RIVER WAS DELINEATED BY SLIGH ENVIRONMENTAL CONSULTANTS, INC. IN JANUARY OF 2004 AND WAS VERIFIED BY THE GEORGIA DEPARTMENT OF NATURAL RESOURCES ON APRIL 7, 2004 (SEC)#01-03-271). AREA BETWEEN EXISTING SEA WALL AND NORTHERN BOUNDARY LINE (D.N.R. JURISDICTIONAL LINE) HAS BEEN FILLED UNDER U.S.A.C.E. PERMIT NUMBER 200415260.
11. IMPROVEMENTS EXIST ON THE PROPERTY THAT ARE NOT SHOWN.
12. THIS PROPERTY TO BE SERVED BY THE CITY OF SAVANNAH WATER & SEWER SYSTEMS.
13. LINE AND CURVE TAG LABELS ARE NUMBERED CONSECUTIVELY. SOME LABEL TAGS HAVE BEEN OMITTED FOR CLARITY.
14. THE CITY OF SAVANNAH WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY ON ANY PARCEL OF LAND UNTIL ALL STREETS AND UTILITIES SERVING SAID PARCEL HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY OF SAVANNAH. THE CITY OF SAVANNAH RESERVES THE RIGHT TO REQUIRE PERFORMANCE BONDS FOR INFRASTRUCTURE REQUIRED TO SERVE SAID PARCELS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
15. DEPICTED RIGHTS-OF-WAY SHALL NOT BE CONVEYED TO THE CITY OF SAVANNAH UNTIL THE EXECUTION, DELIVERY AND RECORDING OF A QUITCLAIM DEED FROM THE OWNER. THE ROADWAYS AND INFRASTRUCTURE WITHIN THE RIGHT OF WAYS ARE NOT THE RESPONSIBILITY OF THE CITY OF SAVANNAH UNTIL SUCH TIME AS THEY ARE COMPLETED AND ACCEPTED BY THE CITY OF SAVANNAH.
16. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT STANDARDS AS DEFINED IN SECTION 8-3351 GENERAL DEVELOPMENT STANDARDS LOCATED WITHIN THE SAVANNAH RIVER LANDING PUD.

REFERENCES

1. A MAJOR SUBDIVISION PLAT OF SAVANNAH RIVER LANDING PHASE I, PREPARED FOR ALR OGLETHORPE, LLC, BY THOMAS & HUTTON ENGINEERING, DATED AUGUST 7, 2008, RECORDED IN SUBDIVISION MAP BOOK 40S, PAGES 80A-E, CHATHAM COUNTY, GEORGIA RECORDS.
2. AN EASEMENT EXHIBIT OF SAVANNAH RIVER LANDING PHASE I EASEMENTS, PREPARED FOR MMA/PSP SAVANNAH RIVER, LLC, BY THOMAS & HUTTON ENGINEERING, DATED JULY 12, 2010, RECORDED IN PLAT BOOK 44P, PAGE 81, AFORESAID RECORDS.
3. AN EASEMENT EXHIBIT OF SAVANNAH RIVER LANDING PHASE I, EASEMENTS, PREPARED FOR MMA/PSP SAVANNAH RIVER, LLC, BY THOMAS & HUTTON ENGINEERING, DATED SEPTEMBER 1, 2010, RECORDED IN PLAT BOOK 45P, PAGE 91, AFORESAID RECORDS.
4. A MINOR RECOMBINATION PLAT OF 56.48 ACRES, KNOWN AS SAVANNAH RIVER LANDING, BEING THE LANDS OF ALR OGLETHORPE, LLC, PREPARED FOR ALR OGLETHORPE, LLC, BY THOMAS & HUTTON ENGINEERING, DATED MAY 2, 2007, RECORDED IN SUBDIVISION MAP BOOK 38S, PAGE 83, AFORESAID RECORDS.
5. A EASEMENT PLAT OF UTILITY AND TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL 19, SAVANNAH RIVER LANDINGS, PHASE I, PREPARED FOR CITY OF SAVANNAH, BY THOMAS & HUTTON ENGINEERING, DATED AUGUST 8, 2014.
6. A EASEMENT PLAT OF UTILITY EASEMENT FOR FUTURE DEVELOPMENT AREA, SAVANNAH RIVER LANDINGS, PHASE I, PREPARED FOR THE CITY OF SAVANNAH, BY THOMAS & HUTTON ENGINEERING, DATED AUGUST 8, 2014, LAST REVISED MARCH 19, 2015.
7. A DRAINAGE RIGHT OF WAY EXHIBIT OF SAVANNAH RIVER LANDING PHASE I DRAINAGE RIGHT OF WAY, PREPARED FOR MMA/PSP SAVANNAH RIVER, LLC, BY THOMAS & HUTTON ENGINEERING, DATED DECEMBER 21, 2010.
8. A RIGHT OF WAY PLAT FOR BILBO CANAL DRAINAGE IMPROVEMENTS, BEING A PORTION OF PHASE I, SAVANNAH RIVER LANDING AND UNDEVELOPED LAND, PREPARED FOR THE CITY OF SAVANNAH, BY THOMAS & HUTTON ENGINEERING, DATED JUNE 20, 2016, LAST REVISED NOVEMBER 15, 2016.
9. ORDER AND JUDGEMENT IN THE CHATHAM COUNTY SUPERIOR COURT CASE OF THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH VS. 1.92 ACRES OF LAND FOR RIGHT OF WAY, 0.33 ACRES OF PERMANENT UTILITY EASEMENT, 0.42 ACRES OF TEMPORARY CONSTRUCTION EASEMENT, MMA/PSP SAVANNAH RIVER, LLC AND MMA CAPITAL CORPORATION, SAID ORDER AND JUDGEMENT ENTERED ON JANUARY 13, 2017 AND RECORDED IN DEED BOOK 988, PAGE 573, CHATHAM COUNTY RECORDS.
10. A RECOMBINATION & MAJOR SUBDIVISION OF SAVANNAH RIVER LANDING PREPARED FOR SAVANNAH RIVER LANDING LAND JV, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED AUGUST 8, 2017, RECORDED IN PLAT BOOK 51, PAGE 146, CHATHAM COUNTY RECORDS.

LINE-TYPE LEGEND

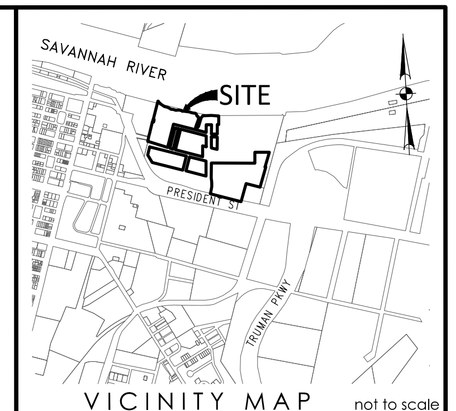
- ADJOINER PROPERTY LINE
- SUBJECT PROPERTY LINE
- INTERIOR PARCEL/LOT LINE
- PROPERTY LINE TO BE ABANDONED
- D.N.R. JURISDICTION LINE
- POWER LINE EASEMENT
- STORM DRAINAGE EASEMENT
- UTILITIES EASEMENT

LEGEND

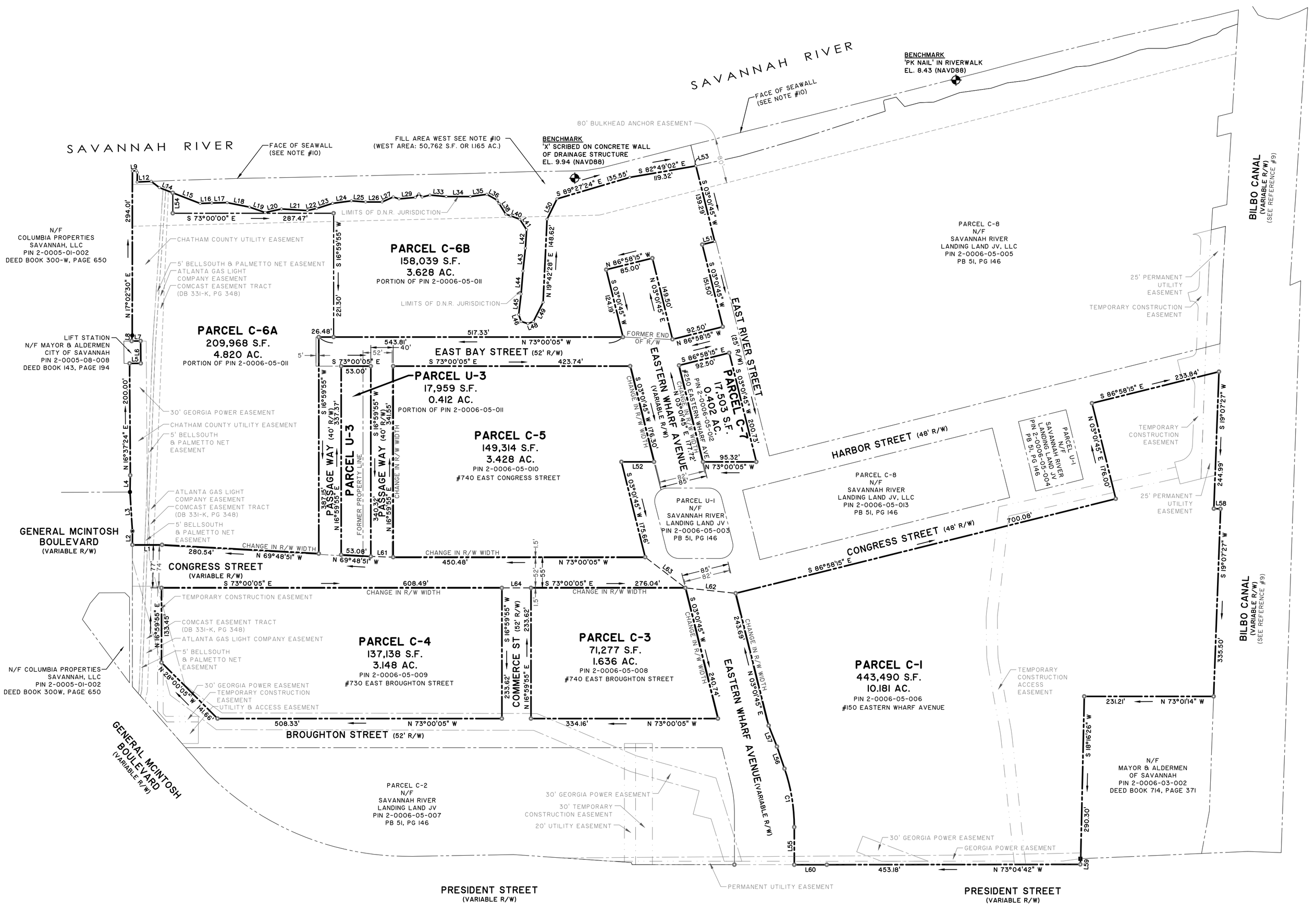
- BENCHMARK
- BOUNDARY POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- 3/4" IRON PIPE (FOUND)
- IRON PIPE (SET)
- 1/2" IRON REBAR (FOUND)
- PARCEL IDENTIFIER

R/W RIGHT OF WAY
D.N.R. DEPARTMENT OF NATURAL RESOURCES
S.F. SQUARE FEET
AC. ACRES
PIN PARCEL IDENTIFICATION NUMBER
SPC STATE PLANE COORDINATE

GRID NORTH (NAD83) GA SPC, EAST ZONE



VICINITY MAP not to scale



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 73°00'05" W	53.04'
L2	N 16°59'55" E	24.47'
L3	N 13°25'32" E	70.06'
L4	N 18°10'53" E	30.01'
L5	S 73°19'17" E	20.03'
L6	N 16°41'36" E	40.00'
L7	N 73°18'24" W	15.99'
L8	N 22°27'36" E	10.05'
L9	S 78°23'39" E	7.01'
L10	S 12°36'08" E	3.98'
L11	S 17°59'04" W	16.90'
L12	S 75°42'20" E	25.18'
L13	S 35°19'16" E	18.27'
L14	S 51°49'36" E	25.67'
L15	S 51°49'36" E	52.59'
L16	S 75°07'22" E	20.79'
L17	S 74°12'41" E	27.47'
L18	S 61°51'05" E	40.66'
L19	S 53°49'51" E	29.57'
L20	S 85°20'13" E	29.90'
L21	S 69°27'37" E	46.33'
L22	S 85°00'19" E	17.09'
L23	N 88°55'57" E	29.99'
L24	S 80°31'25" E	33.85'
L25	S 68°31'00" E	25.38'
L26	S 72°58'41" E	29.63'
L27	N 82°38'49" E	21.91'
L28	S 54°27'56" E	10.86'
L29	S 77°58'01" E	29.17'
L30	N 63°32'01" E	9.00'
L31	S 29°37'15" E	8.01'
L32	S 87°13'28" E	14.26'

LINE TABLE		
LINE	BEARING	LENGTH
L33	S 67°49'10" E	29.19'
L34	S 73°03'39" E	43.08'
L35	S 80°34'05" E	29.85'
L36	S 43°30'40" E	20.95'
L37	S 14°24'25" E	7.15'
L38	S 14°40'44" E	22.49'
L39	S 54°40'45" E	9.44'
L40	S 52°05'34" E	17.24'
L41	S 16°22'26" E	22.30'
L42	S 20°49'34" W	33.02'
L43	S 23°09'03" W	41.03'
L44	S 2°37'31" W	41.32'
L45	S 23°45'46" W	37.08'
L46	S 02°49'34" E	13.01'
L47	S 55°14'44" E	12.86'
L48	N 86°30'12" E	10.18'
L49	N 43°53'28" E	38.82'
L50	N 42°58'53" E	40.60'
L51	N 86°58'15" W	23.00'
L52	N 73°00'05" W	58.22'
L53	S 85°23'29" E	0.87'
L54	S 17°00'00" W	36.63'
L55	N 16°59'52" E	67.34'
L56	N 01°56'25" W	41.73'
L57	N 04°35'47" W	40.32'
L58	S 70°52'33" E	12.00'
L59	S 20°40'39" W	10.12'
L60	N 72°58'41" W	58.13'
L61	N 71°15'02" W	40.02'
L62	N 66°52'43" W	90.51'
L63	N 35°35'19" W	90.53'
L64	N 73°00'05" W	52.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	322.00'	106.43'	N 07°31'44" E	105.95'	18°56'17"

CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND IN ACCORDANCE WITH NOTE #15 HEREON, I HEREBY DEDICATE ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE, AS NOTED ON THIS PLAT FOR THE USES INTENDED.

OWNER / SIGNATURE DATE

OWNER / PRINT NAME

CITY OF SAVANNAH APPROVAL

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

APPROVED BY THE CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION

MIKE PITTS, DIRECTOR — DATE

APPROVED BY THE CITY ENGINEER, CITY OF SAVANNAH

JULIE MCLEAN, P.E., CITY ENGINEER — DATE

APPROVED BY THE MAYOR AND ALDERMEN, CITY OF SAVANNAH

DYANNE C. REESE, CLERK OF COUNCIL — DATE

APPROVED BY THE METROPOLITAN PLANNING COMMISSION

MELANIE WILSON, EXECUTIVE DIRECTOR — DATE

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR ROBERT K. MORGAN, III — FOR REVIEW

ROBERT K. MORGAN, III
GEORGIA REGISTERED LAND SURVEYOR
RLS #3087 / LSF #145
morgan.r@thomasandhutton.com
DATE:

SUBDIVISION PLAT OF

EASTERN WHARF

PARCELS C-1, C-3, C-4, C-5, C-6 & C-7

FORMERLY THE SAVANNAH RIVER LANDING TRACT

2nd G.M. DISTRICT, LAMAR WARD,
CITY OF SAVANNAH,
CHATHAM COUNTY, GEORGIA

prepared for
SAVANNAH RIVER LANDING LAND JV, LLC

No.	Revision	By	Date

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

100 0 100 200
1 INCH = 100 FEET

plat	drawn	reviewed	field	crew
05/09/2018	MDJ	RKM	11/30/2016	BL

job 26193.0000 SHEET 1 OF 1

Exhibit “C” – Development Management Agreement

[attached hereto]

DEVELOPMENT MANAGEMENT AGREEMENT

BETWEEN

DOWNTOWN SAVANNAH AUTHORITY
("DSA"),

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA
("City")

AND

EW MFR VENTURE I LLC
(as "Development Manager")

FOR

Public Parking Garage to be constructed
and installed at Eastern Wharf – Phase 1 Project

DEVELOPMENT MANAGEMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of _____ ___, 2018, by and between **DOWNTOWN SAVANNAH AUTHORITY**, a public corporation of the State of Georgia ("DSA"), **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**, a Georgia municipal corporation ("City"), and **EW MFR VENTURE I LLC**, a Georgia limited liability company ("Development Manager").

BACKGROUND STATEMENT

A. DSA, City, Development Manager and SRL Land Venture LLC ("SRL"), an Affiliate of Development Manager, have previously entered into that certain Phase 1 Project Development Agreement (the "Development Agreement") dated as of _____, 2018, pursuant to which the City, DSA, Development Manager and SRL have agreed to cooperate with one another in connection with the construction, development and financing of a public parking garage (the "Public Parking Garage") and certain other improvements including multifamily residential apartments, retail shops, restaurants and service office spaces in a mixed-use development to be located in Eastern Wharf, Savannah, Georgia (the "Phase 1 Project").

B. DSA has agreed to finance the construction of the Public Parking Garage portion of the Phase 1 Project through the issue of its Taxable Revenue Bonds (City of Savannah SRL Parking Garage Project), Series 2018 in the original principal sum not to exceed $33,000,000.00 (the "Bonds").

C. Upon completion of the Phase 1 Project, the Public Parking Garage portion of the Phase 1 Project shall be deeded to the DSA.

D. As contemplated in the Development Agreement, City and DSA have agreed to retain Development Manager to manage and coordinate the construction of the Public Parking Garage using the funds raised by the Bonds, and Development Manager has agreed to accept the engagement on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) paid in hand, each to the other, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DSA, City and Development Manager hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Specific Terms. In addition to the terms defined elsewhere in this Agreement, the following terms shall, when used herein, have the meaning set forth below:

"Affiliate" shall mean, with respect to an Entity, any other Entity, which directly or indirectly controls, through one or more intermediaries, is controlled by, or is under common control with the Entity in question.

"Approve," "Approved" or "Approval" or any variation thereof, shall mean an express approval in a written statement signed by the approving Entity. Any Party having the right to approve any matter hereunder shall exercise such right reasonably, promptly and in good faith for the purpose intended, unless this Agreement expressly gives the approving Entity the right to exercise its sole discretion, in which case the approving Entity may act in such sole discretion but shall still act promptly. As provided in Section 11.15 hereof, with respect to approvals requested from DSA, all such approvals may be given by the City on behalf of DSA.

"Approved Project Budget" shall have the meaning set forth in Section 3.1.4. ***[Budget for the Public Parking Garage only]***

"Architect" shall mean Cooper Carry, Inc., as the architect of the Parking Garage Project.

"Architect's Agreement" shall mean the agreement by and between ***[SRL]*** and Architect, for architectural services for the Parking Garage Project.

"Authorized Representative" shall mean any officer, agent, manager, employee, independent contractor or other representative of an Entity acting within the actual or apparent authority granted by the Entity or who is otherwise authorized to perform the act in question on behalf of such Entity. The Authorized Representatives of DSA shall be limited to the DSA's Representatives defined below.

"Contractor(s)" shall mean Choate Construction Company, the general contractor selected and retained by ***[SRL]***, and approved by DSA, as the general contractor of the Parking Garage Project and any other contractors, subcontractors and vendors SRL and/or Development Manager may use for the construction of the Parking Garage Project.

"Contractor Agreements" shall mean the agreements to be executed between ***[SRL]*** and Contractors, providing for construction services for the Parking Garage Project.

"DSA Representative" shall mean _____ and _____, who DSA hereby designates and appoints as the authorized representative of DSA for all purposes under this Agreement, including, without limitation, granting consents or Approvals, making submittals, receiving or delivering notices, and for all other purposes under this Agreement. The DSA Representative may be changed or other individuals may be added or changed from time to time in the sole discretion of DSA by delivery of Notice to Development Manager. ***[confirm that blanks will reflect names of applicable persons at the City authorized to provide approvals and consents]***

"Development Manager Defaults" shall have the meaning set forth in Section 10.1.

"Development Manager Representative" shall mean _____ and _____, each of whom Development Manager designates and appoints as the

authorized representative of Development Manager for all purposes under this Agreement, including, without limitation, granting consents or Approvals, making submittals, receiving or delivering notices, and for all other purposes under this Agreement. The Development Manager Representative may be changed or other individuals may be added or changed from time to time in the sole discretion of Development Manager by delivery of Notice to DSA.

“Disbursement Agreement” shall mean that certain Disbursement Agreement dated of even date herewith by and between DSA and Development Manager, pursuant to which Development Manager shall be permitted to draw down on the funds provided by the Bonds.

"Drawings and Specifications" shall mean all blueprints, schematic renderings, architect's/engineer’s drawings, specifications, written descriptions and similar items for the Parking Garage Project and all related drawings, plans and data (and all supplements and amendments authorized and Approved by DSA), and which relate to the design, construction, equipping and furnishing of the Parking Garage Project, all of which are to be prepared by Architect or Engineer and will be subject to Approval by DSA.

"Engineer(s)" shall mean the engineer(s) (if any) selected by SRL and/or Development Manager, and Approved by DSA, to provide engineering services for the Parking Garage Project.

"Engineer's Agreement(s)" shall mean the agreement by and between ***[SRL]*** and Engineer(s), for engineering services for the Parking Garage Project.

"Entity" shall mean a natural person, corporation, limited or general partnership, limited liability company, tenant-in-common, joint venture, association, business trust, and any other organization and any combination of them.

“Final Completion” shall mean after Development Manager has determined that Final Project Completion has been achieved and Development Manager has fulfilled all its obligations under this Agreement, including but not limited to its obligations under Section 3.1.27.

“Final Project Completion” shall mean such time after Substantial Completion as: (i) all Punch List Items have been fully completed to the satisfaction of DSA; (ii) the final certificate of occupancy or completion and all final governmental permits have been issued for the Parking Garage Project; (iii) Contractor has confirmed in writing to DSA and Development Manager that Contractor has not received any notice from any governmental authority of any claimed violations of any legal requirements relating to the Parking Garage Project; (iv) Contractor has delivered to DSA and Development Manager all previously undelivered manufacturer and subcontractor guarantees and warranties; (v) Contractor has delivered to DSA and Development Manager Contractor’s final contractor's affidavit evidencing no outstanding monies due and all waivers and releases of lien complying with Georgia law to insure that no person or entity shall have any right to obtain a construction lien on the Public Parking Garage as well as satisfactions of lien (or transfer to bond) for any claims of lien recorded on account of the work performed in connection with the Parking Garage Project, and such other affidavits, waivers and releases as DSA and Development Manger may reasonably require in order to assure lien-free completion thereof; (vi) Contractor and/or Development Manager has delivered to DSA all shop drawings, revised plans, and final “as built” drawings and surveys for the Parking Garage Project; and (vii) the Parking

Garage Project is accessible by vehicles from public streets adjacent to the Phase 1 Project by means of the garage entrance located on the west side of the Parking Garage Project facing the existing Marriott hotel.

"Laws" means any constitution, law, statute, code, ordinance, resolution, rule, regulation, judgment, writ, injunction, order, decree or demand of any governmental authority having jurisdiction over the Project.

"Notice" shall have the meaning set forth in Section 11.4.

"Other Contractors" shall collectively refer to contractors or other service providers under any Other Project Agreements.

"Other Project Agreements" shall mean any agreements, other than Contractor Agreements, which SRL and/or Development Manager may elect to enter into for the purpose of carrying out the Parking Garage Project.

"Parking Garage Project" shall mean the design and construction of the Public Parking Garage, which work is more particularly described on Exhibit "A" attached hereto and made a part hereof. ***[Attach reference to plans and specs for the garage]***

"Parties" shall mean DSA, City and Development Manager.

"Project Budget" means a schedule of all costs and expenses, which Development Manager estimates will be incurred by or on behalf of DSA in connection with the Parking Garage Project and to be submitted by Development Manager to DSA for review and Approval.

"Project Construction Schedule" shall mean a detailed schedule for the design, construction and installation of the Parking Garage Project prepared by Development Manager, based on consultation with the Project Team, and more particularly described in Section 3.1.5 below.

"Project Team" shall mean Development Manager, Architect, Contractor(s) and Engineer(s).

“Punch List Items” shall mean details of construction related to the Parking Garage Project and identified as contemplated in Section 3.1.26 hereof, that, in the aggregate, are minor in character.

“Substantial Completion” shall mean that construction of the Public Parking Garage has been completed except for any outstanding Punch List Items.

ARTICLE 2
ENGAGEMENT AND TERM

2.1 Appointment. DSA hereby engages the services of Development Manager, and Development Manager hereby accepts the engagement, to plan, arrange, supervise, administer, direct, coordinate, manage and monitor on behalf of DSA all design, development, construction and installation services for the Parking Garage Project, subject to and in accordance with the terms of this Agreement.

2.2 Term. The term ("Term") of this Agreement shall commence on the date of this Agreement and unless sooner terminated as provided herein, shall expire upon Final Completion.

2.3 Nature of Relationship. Development Manager agrees to furnish skill and judgment in good faith to DSA and to cooperate with DSA in the performance of this Agreement and to use commercially reasonable efforts to furnish efficient business administration and oversight of the Parking Garage Project. DSA hereby expressly confirms that DSA understands that the Parking Garage Project is a portion of the larger Phase 1 Project, which SRL and Development Manager shall be installing during and after completion of the Parking Garage Project. The Project Team working on the Parking Garage Project is also working on the other portions of the Phase 1 Project with SRL and Development Manager. Nothing herein shall be deemed to prevent Development Manager or its Affiliates from engaging or participating in any other business or investment, whether or not competitive with the Parking Garage Project or any other business or investment of DSA.

2.4 Status of Development Manager. In the performance of its duties and obligations under this Agreement, Development Manager is, and shall at all times during the Term of this Agreement be, an independent contractor, and not an employee or agent of DSA.

2.5. No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between DSA and Development Manager.

ARTICLE 3
DUTIES AND SERVICES OF DEVELOPMENT MANAGER AND DSA

3.1 Duties and Services. Development Manager shall perform the services and responsibilities expressly set forth in this Agreement, together with the following:

3.1.1 Development Manager shall assist and cooperate with the Project Team in the preparation and completion of Drawings and Specifications, feasibility studies, engineering studies and other matters related to the construction of the Parking Garage Project.

3.1.2 Development Manager shall select the Architect, Engineer(s), Contractor and any Other Contractors, subject to DSA's Approval, and shall oversee the negotiation of contractual agreements.

3.1.3 Development Manager shall prepare all necessary and appropriate recommendations for the development, design, construction and installation of the Parking Garage Project.

3.1.4 Prior to commencement of construction of the Parking Garage Project, Development Manager shall prepare and submit to DSA for review, revision and Approval, the proposed Project Budget setting forth the costs and expenses which Development Manager anticipates that DSA will incur in connection with the design, construction and installation of the Parking Garage Project. Development Manager shall also respond to DSA with regard to DSA's questions and comments concerning, and proposed revisions to, the proposed Project Budget. DSA shall retain final authority to Approve the proposed Project Budget and any supplements or amendments thereto. The Project Budget, as Approved by DSA, together with any supplements or modifications thereto, as Approved by DSA, is referred to herein as the "Approved Project Budget." Upon DSA's Approval of the Approved Project Budget, the Parties shall supplement this Agreement by attaching hereto a copy of the Approved Project Budget as Exhibit "B".

3.1.5 Attached hereto as Exhibit "C", and incorporated herein by this reference, is the "Initial Project Construction Schedule." Once the necessary information is available from other members of the Project Team, Development Manager shall prepare and submit to DSA for review, revision and Approval, a "Final Project Construction Schedule" setting forth construction start and completion dates along with details of major tasks included in the work. DSA will retain final authority to Approve the Initial Project Construction Schedule and any amendments thereto. Upon DSA's Approval thereof, the Parties shall supplement this Agreement by attaching hereto a copy of the Final Project Construction Schedule as Exhibit "C-1", and such Final Project Construction Schedule shall be the "Project Construction Schedule" for all purposes of this Agreement.

3.1.6 Development Manager shall assist in obtaining all applicable building permits, utility approvals and connection permits, and all other licenses, permits and governmental approvals actually required in connection with the construction and installation of the Parking Garage Project.

3.1.7 Prior to submission to DSA, Development Manager shall monitor, review and make recommendations upon any and all progress payment applications made by Architect, Engineer(s), Contractor and, if applicable, Other Contractors, and any other party that may become involved in the development, design, construction and installation of the Parking Garage Project. On or about the date hereof, DSA and Development Manager shall enter into the Disbursement Agreement, which shall establish procedures to process and pay applications for payments which Architect, Engineer(s), Contractor or such Other Contractors may submit from time to time.

3.1.8 Development Manager, in conjunction with DSA, shall monitor the performance of Architect and Engineer(s), in connection with the Parking Garage Project, and Development Manager shall advise DSA whether such activities and services are or have been provided by Architect and Engineer(s) in substantial accordance with the terms of the Drawings and Specifications, Architect's Agreement, Engineer's Agreement, the Project Construction Schedule, the Approved Project Budget.

3.1.9 Development Manager shall visit and monitor the Parking Garage Project on a regular basis and recommend to DSA, based upon any recommendations received from Architect or Engineer, that DSA stop work or reject any work which fails to conform with the Drawings and Specifications.

3.1.10 Development Manager shall cause Architect and Engineer to review the Parking Garage Project as contemplated by the Architect's Agreement and the Engineer's Agreement, as applicable.

3.1.11 Development Manager shall prepare and maintain financial reports for the Parking Garage Project and shall cause the Contractor to maintain a complete set of working Drawings and Specifications and addenda and change orders thereto, on-site or at such other location as may be Approved by DSA.

3.1.12 Development Manager shall arrange for and conduct meetings of the Project Team and any other appropriate parties during the course of the Parking Garage Project as often as necessary, but not less frequently than once every month to provide continuing supervision and control of the Parking Garage Project and compliance with the Project Construction Schedule and the Approved Project Budget.

3.1.13 Promptly upon learning of same, Development Manager shall advise DSA of any disputes or potential disputes with any of the Project Team, any adjoining property owner, or any other party relating to or affected by the Parking Garage Project.

3.1.14 Development Manager shall review and update, at a minimum of once a month, the cost and status of the Parking Garage Project relative to the Approved Project Budget and the Project Construction Schedule (provided, however, that Development Manager may not make any material change to the Approved Project Budget or the Project Construction Schedule without the Approval of DSA). In the event that Development Manager determines that design and construction of the Parking Garage Project is not in accordance with the Approved Project Budget and/or the Project Construction Schedule, Development Manager shall promptly investigate the causes for the departure from the Approved Project Budget and/or the Project Construction Schedule and deliver in an expeditious manner and reasonable amount of time, to DSA recommendations as to how to most efficiently and economically come into compliance with the Approved Project Budget and/or the Project Construction Schedule, and implement DSA's decisions with respect thereto.

3.1.15 Development Manager shall recommend to DSA as necessary, and otherwise advise DSA, as appropriate of, possible change orders and potential cost savings for the construction of the Parking Garage Project, where appropriate.

3.1.16 Subject to the limitations in this Agreement, Development Manager shall arrange for any work to be performed under all change orders for the Parking Garage Project.

3.1.17 Development Manager shall implement the policies, procedures and decisions of DSA upon communication thereof to Development Manager in connection with the design and construction of the Parking Garage Project.

3.1.18 Development Manager shall use good faith efforts to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Public Parking Garage and to obtain any approvals of the Parking Garage Project required either by any governmental authority, agency, bureau or department or under any of the Architect's Agreement or the Contractor Agreements.

3.1.19 Development Manager shall advise, counsel and assist DSA in connection with any claims made against DSA by Contractor, Architect, Engineer(s) or any Other Contractor in connection with the design and construction of the Parking Garage Project.

3.1.20 Development Manager shall coordinate all interparty activities between DSA and any appropriate governmental authority of the State of Georgia, as may be required from time to time in the construction of the Parking Garage Project.

3.1.21 Development Manager shall from time to time review, make recommendations on changes to, and enforce as necessary any and all performance and payment bonds, surety bonds or other assurances given to DSA in relation to the completion of the Parking Garage Project by Contractor.

3.1.22 Development Manager shall meet with DSA, its agents, employees or accountants, after receipt of reasonable advance Notice from DSA while this Agreement remains in effect.

3.1.23 Development Manager shall arrange for all tours of the Parking Garage Project requested in writing by DSA and/or governmental authorities. Further, Development Manager shall require the Contractor to provide the DSA Representatives with secure office space located within an on-site trailer which shall be accessible to the DSA Representatives and other representatives of the City during hours of construction and shall be capable of being locked by such representatives.

3.1.24 To the extent the same is required during construction of the Parking Garage Project, Development Manager shall obtain and deliver to DSA, and if necessary enforce, any and all warranties and guaranties to which DSA is entitled by any of the agreements relating to the construction of the Parking Garage Project.

3.1.25 Development Manager shall undertake any and all other tasks as may reasonably relate to the timely and efficient design and construction of the Parking Garage Project.

3.1.26 Development Manager shall review the Parking Garage Project with DSA, Architect, Engineer(s), Contractor and, if applicable, Other Contractors, at Substantial Completion of the Parking Garage Project. Development Manager (through Architect, Engineer or Contractor) shall compile and, submit to DSA for review, and monitor completion of any items of construction which are discovered upon such inspection and which have not been completed in accordance with standards applicable to public parking garage structures in the City of Savannah (the "Punch List Items").

3.1.27 Upon completion of the Phase 1 Project (including completion of the multifamily apartments and the retail shops), Development Manager shall visit the Parking Garage Project with Contractor, Architect and Engineer. During such visit, Development Manager shall review the Parking Garage Project, identify all observable defects and deficiencies, cause Contractor to correct or cause to be corrected such defects and deficiencies, take such steps as may be necessary to make a claim under any warranty provided with respect to the Parking Garage Project and fully assist throughout the warranty claim process.

3.2 Performance of Duties. Development Manager shall perform its duties and exercise its rights hereunder in a timely and professional manner, and shall exercise its rights and perform its duties with commercially reasonable judgment, and in good faith. Development Manager shall cause its employees, contractors, subcontractors and authorized agents, if any, to comply with all applicable federal, state, county and municipal laws, regulations, ordinances, rules, and requirements, including without limitation, the U.S. Environmental Protection Agency, the Occupational, Health and Safety Administration, National Fire Protection Agency or any other agency or governmental body having jurisdiction over the Parking Garage Project.

3.3 SBO Program Compliance. Development Manager agrees and acknowledges that Development Manager shall exercise good faith efforts to comply with all aspects of the City's Savannah Business Opportunity Policy, as promulgated by the City in September 2017, with respect to all work to be performed in relation to the Public Parking Garage.

ARTICLE 4
INSURANCE

4.1 Development Manager's Insurance Requirements. Throughout the Term of this Agreement, Development Manager shall carry and maintain in force the insurance described in Subsections 4.1.1 through 4.1.7, below:

4.1.1 Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and

underground hazards coverage). The policy must include Additional Insured, Waiver of Subrogation and Primary and Noncontributory endorsements in favor of DSA, and a limit of not less than $1,000,000 in the event of bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $2,000,000 in the aggregate applicable to this Parking Garage Project. Such insurance (which may be furnished under a primary policy and an "umbrella" policy or policies) shall also include coverage against liability for bodily injury or property damage arising out of use by or on behalf of Development Manager of any owned, non-owned or hired automotive equipment for a limit not less than that specified above. Such insurance shall include a cross-liability/severability of interest provision. DSA shall be named as additional insured on this policy.

4.1.2 Worker's compensation and Employer's liability insurance covering all employees of Development Manager, if any, employed in, on or about the Parking Garage Project as required by the laws of the State of Georgia. To the extent permitted by applicable law, the policy must include a Waiver of Subrogation in favor of DSA and must include the following limits:

Coverage A – Workers Compensation: Statutory Limits
Coverage B – Employers Liability:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Accident - $500,000 policy limit
Bodily Injury by Disease - $500,000 each employee

4.1.3 Automobile insurance including coverage for all owned automobiles, if any, with a $1,000,000 combined single limit for bodily injury and property damage liability. To the extent permitted by applicable law, the policy must include Additional Insured, Waiver of Subrogation and Primary endorsements in favor of DSA, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, employees, agents and insurers.

4.1.4 Umbrella Liability insurance written excess and following form of the primary liability coverages (including Employers Liability) with a $2,000,000 each occurrence and aggregate limit on terms at least as broad as the underlying Employer's Liability, Commercial General Liability and Business.

4.1.5 Development Manager will require from all subcontractors and third parties hired by Development Manager, if any, reasonable types and limits of insurance, given the services to be performed by each in connection with this Agreement; provided, however, that at a minimum, each such subcontractor shall maintain statutory limits of workers' compensation, employer's liability insurance with limits of $500,000, business automobile liability insurance with limits of $1,000,000, and commercial general liability insurance with limits of $1,000,000, and all such insurance shall otherwise comply with all requirements regarding coverages, waivers of subrogation, additional insured requirements and primary and non-contributory status as set forth above. If applicable, the Development Manager will maintain proof of coverage and make it available to DSA upon request.

4.1.6 To the extent permitted by applicable law, each of Development Manager and DSA shall have included in all policies of insurance respectively obtained by it with respect to the Parking Garage Project a waiver by the insurer of all right of subrogation against the other for any loss or damage thereby insured against. Anything in this Agreement to the contrary notwithstanding, DSA and Development Manager each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Parking Garage Project, arising from any cause that is insured against under the terms of the insurance required to be carried hereunder; provided that such waiver shall apply only to the extent that the insurance coverage actually in effect is adequate, in terms of both scope of coverage and amount of coverage, to fully cover such loss or damage. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of DSA or Development Manager.

Development Manager shall deliver a Certificate(s) of Insurance evidencing the insurance coverage required by this Agreement to DSA at the address set forth below at the time this Agreement is executed, or within a reasonable time thereafter, and within a reasonable time after coverage is renewed or replaced. No insurance required to be maintained by Development Manager hereunder may be terminated or cancelled without thirty (30) days' advance notice to DSA. Each insurer writing coverage must have a rating of "A-VIII" or better under the A.M. Best rating system and must be licensed to provide such coverage in the state of Georgia. All insurance coverage provided by Development Manager shall be primary to all and non-contributory with any and all other coverage maintained by or afforded to DSA, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, employees and agents. DSA's receipt of certificates of insurance that do not comply with the requirements above, or failure to receive certificates, shall not constitute a waiver or modification of the requirements set forth herein. Should any of the above described policies be cancelled before the expiration thereof, Development Manager shall immediately replace such coverage so that no lapse in coverage occurs and provide notice in the form of binders or certificates of the replacement coverage to DSA. The address for delivery of certificates is:

Downtown Savannah Authority
Attn.: David Maxwell
2 East Bay Street
Savannah, Georgia 31401

The foregoing insurance requirements shall not limit the Development Manager's obligations under this Agreement, including, but not limited to, the Development Manager's indemnity obligations hereunder.

ARTICLE 5
REPORTING

5.1 Status Reports. Within fifteen (15) days after the end of each month, commencing after the date construction of the Parking Garage Project commences, Development Manager will,

as part of its responsibilities, prepare a report (the "Status Report") on the Parking Garage Project and shall cause such Status Report to be delivered to DSA. Each Status Report will contain the following information respecting the Parking Garage Project:

(a) Costs, on a line item basis as shown on the Approved Project Budget, paid by DSA, as the case may be, pursuant hereto as of the date of such Status Report;

(b) Accounts payable with respect to matters monitored by Development Manager involving the Parking Garage Project; and

(c) A reconciliation of the stage of completion of each phase of the construction of the Parking Garage Project with any progress schedule submitted by Contractor.

5.2 Format Changes. DSA may, from time to time, specify additional information or changes in the format of any reports required to be prepared and submitted by Development Manager hereunder provided that such additional information is commonly and readily available to Development Manager (without additional cost or expense) through the performance of its duties hereunder.

ARTICLE 6
RESERVED

ARTICLE 7
PROJECT COSTS AND FINANCING

7.1 Payment of Project Costs. As provided in the Disbursement Agreement, DSA covenants and agrees to timely make payments of Project Costs to the parties entitled thereto. The term "Project Costs" as used herein shall mean all costs included in the Approved Project Budget and incurred in connection with the design and construction, excluding those expenses which are excluded from Reimbursable Expenses as contemplated by Section 7.2 below, but including without limitation, the following:

7.1.1 Amounts payable to Contractor(s) under the Contractor Agreements and to any Other Contractors under Other Project Agreements, to the extent such costs are within the Approved Project Budget, or contemplated by an approved change order.

7.1.2 Amounts payable to professionals to the extent such amounts are within the Approved Project Budget or contemplated by an approved change order.

7.1.3 Premiums payable for insurance policies obtained pursuant to this Agreement to the extent such premiums are within the Approved Project Budget.

7.1.4 Fees for governmental licenses and permits and other amounts payable under applicable Laws with respect to the construction of the Parking Garage Project to the

extent such fees are within the Approved Project Budget or contemplated by an approved change order.

7.1.5 Provided DSA expressly agrees in writing to an itemized list thereof prior to such payment, losses and costs incurred in the construction of the Parking Garage Project which are not covered by insurance and amounts paid or payable in settlement of claims involving the Parking Garage Project.

7.1.6 The Development Management Fee payable to Development Manager pursuant to the terms hereof and all reimbursements as defined in Section 7.2.

7.2 Reimbursement of Expenses. Provided that the same are included in the Approved Project Budget and are reasonable and necessary in the performance of Development Manager's obligations hereunder, DSA shall reimburse Development Manager for all reasonable out-of-pocket costs and expenses actually paid or incurred by Development Manager in connection with its performance under this Agreement, such costs and expenses to be prorated as between the Public Parking Garage and the remaining portions of the Phase 1 Project as appropriate and as agreed upon by the parties hereto; provided, however, that Development Manager shall not be entitled to reimbursement for its normal "day-to-day" business expenses, such as routine photocopying, facsimile transmittal, telephone charges, and local travel. It is the intention of DSA and Development Manager that Development Manager shall be reimbursed only for extraordinary expenses, such as long distance travel, sophisticated presentation materials (such as models, renderings and multimedia presentations) and marketing materials (such as brochures, flyers, advertising, signage and other graphics). Reimbursable expenses will not be incurred by or reimbursable to Development Manager without the prior written consent of DSA and will be charged by Development Manager to DSA "at cost", with no mark-up by Development Manager. All expenses for which Development Manager seeks reimbursement must be itemized in an invoice and supporting documentation shall be submitted to DSA upon request.

ARTICLE 8
INDEMNIFICATION

8.1 Intentionally Omitted.

8.2 Indemnity of DSA. To the fullest extent permitted by law Development Manager shall, and Development Manager does hereby agree to, indemnify DSA against, and hold, save and defend DSA harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise) which DSA may suffer or incur, or which may be asserted against DSA, whether meritorious or not, if and to the extent the same arise by reason of (i) injury to persons (including death) or damage to tangible property caused by any gross negligence or willful misconduct of Development Manager or Development Manager’s agents, employees or contractors, (ii) any failure by Development Manager to comply with Laws, or (iii) any Development Manager Defaults, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration

or termination; provided, however, that in no event shall the indemnity provided under this Section 8.2 extend to any claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense: (a) to the extent that DSA is reimbursed by proceeds of insurance, or (b) if and to the extent the same is caused by (i) any gross negligence or willful misconduct of DSA or its authorized agents, employees or contractors, (ii) any DSA Defaults or (iii) any failure by DSA to comply with Laws.

8.3 Relationship to Insurance. In no event shall the indemnification provisions of Section 8.2 above, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy with respect to the Parking Garage Project required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

8.4 No Third-Party Beneficiaries. None of the duties and obligations of Development Manager under this Agreement shall in any way or in any manner be deemed to create any liability of Development Manager to, or any rights in, any person or entity other than DSA.

8.5 Independent Contractors. No person who shall be engaged as an independent contractor by either DSA or Development Manager, or both, shall be considered an employee, servant, agent or other person for whom Development Manager is responsible for the purposes of indemnifications in the foregoing Sections of this Article 8.

ARTICLE 9
COMPENSATION

9.1 Development Management Fee. As compensation for Development Manager's services rendered in connection with the Parking Garage Project, DSA shall pay to Development Manager a "Development Management Fee" in the amount of four percent (4%) of the total hard and soft costs incurred with respect to the Parking Garage Project.

9.2 Payment of Development Management Fee. The Development Management Fee shall be paid as follows (i) twenty-five percent (25%) upon the commencement of construction of the Public Parking Garage, and (ii) the remaining seventy-five percent (75%) in equal monthly payments over the term of the Parking Garage Project, as reflected in the Project Construction Schedule and as adjusted to take into account any change orders or other modifications to the Approved Project Budget. ***[confirm paid separate from the development fee for the remainder of project]***

9.3 Additional Services. In the event that DSA requests that Development Manager perform services beyond the scope of this Agreement, DSA shall compensate Development Manager for such additional services provided Development Manager and DSA have entered into a separate written agreement or amendment or addendum hereto with respect to such additional services.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination by DSA for Development Manager Defaults. DSA shall have the right to terminate this Agreement if any of the following events occurs (the "Development Manager Defaults"):

10.1.1 Development Manager fails to observe or perform its obligations expressly set forth in this Agreement, and such failure is not cured within thirty (30) days after date of receipt of a Notice of default from DSA, or if such failure is not susceptible to cure within such thirty (30) day period, Development Manager fails to commence such cure within thirty (30) days and thereafter to diligently pursue the same to completion; or

10.1.2 Development Manager, pursuant to or within the meaning of the Bankruptcy Code, Title 11 U.S.C., or any other present or future federal, state or other common law, case law, statute or regulation relating to bankruptcy, insolvency, appointment of receivers or custodians, dissolution, or other relief for debtors (i) commences a voluntary case, or (ii) consents to or is subject to the entry of any order for relief against it in an involuntary case, or (iii) remains a debtor in an involuntary case for more than sixty (60) days after the commencement of such case, or (iv) consents to or is subject to the appointment of a receiver, trustee, liquidator, custodian or other party serving a similar function, or (v) makes a general assignment for the benefit of creditors, or (vi) becomes insolvent, or (vii) is subject to the entry of an order for the liquidation of Development Manager;

Upon the occurrence of any Development Manager Default, DSA shall have the right, at any time after the final expiration of the aforesaid curative periods, to give Notice to Development Manager terminating this Agreement and to exercise such other remedies as may be provided by law or in equity.

10.2 Causes for Termination by Development Manager. Development Manager shall have the right to terminate this Agreement if any of the following events occurs (the "DSA Defaults"):

10.2.1 DSA fails to observe or perform its obligations expressly set forth in this Agreement, and such failure is not cured within thirty (30) days after date of receipt of a Notice of default from Development Manager or if such failure is not susceptible to cure within such thirty (30) day period, DSA fails to commence such cure within thirty (30) days and thereafter to diligently pursue the same to completion; or

10.2.2 DSA, pursuant to or within the meaning of the Bankruptcy Code, Title 11 U.S.C., or any other present or future federal, state or other common law, case law, statute or regulation relating to bankruptcy, insolvency, appointment of receivers or custodians, dissolution, or other relief for debtors (i) commences a voluntary case, or (ii) consents to or is subject to the entry of any order for relief against it in an involuntary case, or (iii) remains a debtor in an involuntary case for more than sixty (60) days after the

commencement of such case, or (iv) consents to or is subject to the appointment of a receiver, trustee, liquidator, custodian or other party serving a similar function, or (v) makes a general assignment for the benefit of creditors, or (vi) becomes insolvent, or (vii) is subject to the entry of an order for the liquidation of DSA.

Upon the occurrence of any DSA Default, Development Manager shall have the right at any time after the final expiration of the aforesaid curative periods to give Notice to DSA terminating this Agreement and to exercise any other remedies that may be provided at law or in equity.

10.3 Other Remedies. The termination of this Agreement by either Development Manager or DSA by reason of default by the other Party, as aforesaid, shall not relieve any party of any of its obligations heretofore accrued under this Agreement prior to the effective date of such termination.

10.4 Remedies Not Exclusive. The rights and remedies under this Agreement shall not be mutually exclusive. The exercise of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy. Damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Notwithstanding any provision of this Agreement to the contrary, Development Manager and DSA each waive all claims against the other for consequential and/or incidental damages arising out of or relating to this Agreement.

10.5 Action Upon Termination. Upon the expiration or termination of this Agreement, Development Manager shall promptly (a) surrender and deliver to DSA any space in the Parking Garage Project occupied by Development Manager during the construction phase, (b) deliver to DSA all records, keys, Drawings and Specifications, permits and other governmental approvals, contracts, receipts for deposits, unpaid bills, bank statements, paid bills and all other records, papers and documents which relate to the Parking Garage Project which are in Development Manager's possession or control and (c) furnish all such information and take all such action as DSA shall reasonably require to effectuate an orderly and systematic transfer of Development Manager's duties under this Agreement to a new person or entity designated by DSA in writing.

10.6 Adjustment of Development Management Fee. Anything to the contrary in this Agreement notwithstanding, if this Agreement is terminated for any reason prior to the Final Project Completion, the amount of the Development Management Fee to be paid hereunder shall be reduced to an amount equal to the portion of the Development Management Fee actually earned by Development Manager through such date of termination of this Agreement and such amount shall constitute payment in full of the Development Management Fee required hereunder.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors, representatives and assigns. Notwithstanding the

foregoing, other than an assignment of this Agreement to an Affiliate of Development Manager, this Agreement and all rights hereunder shall not be assignable by Development Manager without DSA's prior Approval. DSA shall have the right to assign this Agreement without the Approval of Development Manager to an Entity to which DSA assigns the responsibility for funding the construction of the Parking Garage Project, provided that any such assignee agrees to be bound hereby to Development Manager for all terms and provisions of this Agreement pursuant to a written assignment and assumption agreement, a copy of which shall be provided to Development Manager.

11.2 Affiliates of Development Manager. Any contract of any kind whatsoever affecting or in connection with the Parking Garage Project between Development Manager and any Affiliate of Development Manager shall be subject to DSA's prior Approval, which Approval may be withheld by DSA in its absolute discretion for any reason whatsoever.

11.3 [Reserved].

11.4 Notices. All notices, demands, statements, and requests (collectively the "Notice") required or permitted to be given under this Agreement must be in writing and will be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the Notice is addressed, or if such person is not available, the date such Notice is left at the address of the person to whom it is directed, or (ii) on the date the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the Notice is delivered by a courier service (including FedEx, Express Mail, Emery or similar operation) to the address of the person to whom it is directed, provided it is sent prepaid, with confirmation of receipt requested, or (iv) on the date such Notice is delivered by e-mail scanned signature and transmission. The initial notice address of each signatory to this Agreement is set forth below.

Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. The addresses of the Parties are as follows:

Development Manager:

EW MFR Venture I LLC
c/o Regent Partners
3340 Peachtree Road, NE
Suite 1400
Atlanta, Georgia 30326
Attn: Reid Freeman_____

With a copy to:

David G. Williams, Esq.
Sheley, Hall & Williams, P.C.
303 Peachtree Street, Suite 4440

DSA:

Downtown Savannah Authority
Attn: Mayor of the City of Savannah, Chairman
And David Maxwell, Secretary
2 East Bay Street
Savannah, Georgia 31401

With a copy to:

W. Brooks Stillwell, III, Esq.
2 East Bay Street, 3rd Floor
Savannah, Georgia 31401

Atlanta, Georgia 30308

11.5 Successors and Assigns. Subject to the provisions of Section 11.1 dealing with assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11.6 Entire Agreement. This Agreement constitutes the entire agreement of Parties with respect to the subject matter hereof. There are no further agreements or understandings, written or oral, in effect between the Parties with respect to the subject matter hereof. All amendments of or modification to the Agreement must be in a writing signed by the Parties.

11.7 No Waiver. The failure of either Party to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement shall not constitute a waiver thereof. No waiver by either Party of any of the terms or provisions of this Agreement shall be enforceable unless expressed in writing and signed by the Party against whom enforcement is sought.

11.8 Severability. If any provision of this Agreement or the application thereof to any Entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

11.9 Counterpart Execution. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof. An electronic signature, as defined in O.C.G.A. § 10-12-1 et. seq., of any party or parties hereto shall have the same force and effect as an original of such signature(s) and the parties hereto agree to be bound by any electronic signature(s) and by any electronic record of this instrument executed or adopted with one or more electronic signatures.

11.10 Interpretation. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of articles and sections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement. All references in this Agreement to articles, sections, subsections or paragraphs shall refer to articles, sections, subsections and paragraphs of this Agreement, unless specific reference is made to the articles, sections or other subdivisions of another document or instrument. This Agreement shall not be interpreted in favor or either Party by virtue of said Party not having prepared this Agreement. Time is of the essence of this Agreement.

11.11 Governing Law. This Agreement shall be governed by the laws of the State of Georgia. Any legal suit, action or proceeding against any party hereto arising out of or relating

to this Agreement shall be instituted in any Federal Court in the Southern District of Georgia or state court in Chatham County, Georgia.

11.12 No Third Party Beneficiary. No other Entity other than DSA and Development Manager and each of their respective permitted successors and assigns are or shall be entitled to bring any action to enforce any provision of this Agreement. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by DSA and Development Manager and their respective successors and assigns as permitted hereunder.

11.13 Dispute Resolution. During construction of the Parking Garage Project, DSA and Development Manager agree to use reasonable, good faith efforts to resolve any disputes which may arise in connection with this Agreement. If, after the exercise of good faith efforts to so resolve the dispute, the Parties are unable to do so, the Parties shall submit their dispute to be resolved in accordance with the dispute resolution structure set forth in the Contractor Agreement.

11.14 Enforcement. DSA and Development Manager hereby agree that in the event it becomes necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party, upon the issuance of a court order with respect thereto, all reasonable third party out-of-pocket costs and expenses of suit, including reasonable attorneys' fees actually incurred. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all reasonable third party out-of-pocket costs and expenses of suit, including reasonable attorneys' fees actually incurred in enforcing, perfecting and executing such judgment.

11.15 City as Agent for DSA. The parties to this Agreement acknowledge that the City shall act as the agent for the benefit of the DSA in connection with all approvals and consents that Development Manager may request from the DSA. Development Manager shall be permitted to rely on all such approvals and consents given by the City whenever this Agreement contemplates an approval or consent from the DSA.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO DEVELOPMENT MANAGEMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal with intent to be bound as of the date set forth above.

DSA:

DOWNTOWN SAVANNAH AUTHORITY

By: _____
Name:
Title:

(SEAL)

City:

CITY OF SAVANNAH

By: _____
Name:
Title:

(SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO DEVELOPMENT MANAGEMENT AGREEMENT]

DEVELOPMENT MANAGER:

EW MFR VENTURE I LLC, a
Georgia limited liability company

By: _____
Name:
Title:

(CORPORATE SEAL)

EXHIBIT "A"

PARKING GARAGE PROJECT

EXHIBIT "B"

APPROVED PROJECT BUDGET

(To be subsequently added by supplement to this Agreement pursuant to Section 3.1.4 hereof)

EXHIBIT "C"

INITIAL PROJECT CONSTRUCTION SCHEDULE

EXHIBIT "C-1"

FINAL PROJECT CONSTRUCTION SCHEDULE

(To be subsequently added by supplement to this Agreement pursuant to Section 3.1.5 hereof)

Exhibit “D” – Disbursement Agreement

[attached hereto]

DISBURSEMENT AGREEMENT

This Disbursement Agreement (this "**Agreement**") is entered into this ___ day of _____, 2018, by and between **EW MFR VENTURE I LLC**, a Georgia limited liability company ("**Developer**"), and the **DOWNTOWN SAVANNAH AUTHORITY**, an instrumentality of the State of Georgia and a Georgia public corporation ("**DSA**").

R E C I T A L S :

WHEREAS, Developer desires to develop and construct on behalf of DSA an approximately 700-space parking garage and related improvements (the "**Public Parking Garage**") on a parcel of land in Savannah River Landing, located in Savannah, Chatham County, Georgia and as more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, pursuant to that certain Development Management Agreement of even date herewith (the "**Development Management Agreement**"), DSA and the Mayor and Aldermen of the City of Savannah (the "**City**") have engaged Developer to serve as the development manager with respect to the construction of the Public Parking Garage;

WHEREAS, as contemplated in the Development Management Agreement, Developer has entered into a Standard Form of Agreement Between Owner and Contractor dated _____ __, 2018 (the "**Construction Contract**") with Choate Construction Company (the "**GC**") for the construction of the Public Parking Garage and the other portions of the Phase 1 Project;

WHEREAS, the Construction Contract includes a separate construction budget (the "**Parking Garage Budget**") identifying costs and expenses relating solely to the Public Parking Garage (as distinguished from the other portions of the Phase 1 Project, such as the multifamily apartments and the retail spaces);

WHEREAS, DSA has agreed to finance the design and construction of the Public Parking Garage based upon the Parking Garage Budget through the issue of its Taxable Revenue Bonds (City of Savannah SRL Parking Garage Project), Series 2018, in the original principal sum not to exceed $33,000,000.00 (the "**Bonds**");

WHEREAS, DSA has agreed to advance the proceeds of the Bonds to Developer for the construction of the Public Parking Garage from time to time and on terms and conditions more particularly set forth herein; and

WHEREAS, DSA and Developer desire to memorialize their agreements for the disbursement of the proceeds from the Bonds in order to finance the construction of the Public Parking Garage.

W I T N E S S E T H :

NOW THEREFORE, and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals are incorporated herein by this reference as if set out in full for all purposes.

2. **Purpose.** Developer shall apply for disbursements of the proceeds of the Bonds in accordance with the terms of this Agreement from DSA from time to time in order to finance the construction of the Public Parking Garage. Upon compliance with the terms of this Agreement, DSA shall disburse the proceeds of the Bonds in accordance with each request for disbursement submitted by Developer from time to time (each, a "**Disbursement Request**").

3. **Procedures for Disbursement.** Each Disbursement Request submitted by Developer to DSA shall be in accordance with the following procedures and deliveries:

(a) Form of Disbursement Request. To initiate each Disbursement Request, Developer shall prepare an Owner's Affidavit and Requisition for Funds in the form attached hereto as Schedule E-1, which shall be accompanied by a summary of the Parking Garage Budget, updating Public Parking Garage sources and uses to such date prepared in accordance with the form attached hereto as Schedule E-3, and attaching thereto (i) a list of all Public Parking Garage construction hard and soft costs payable pursuant to such Disbursement Request; and (ii) invoices for all such costs submitted for payment with a Disbursement Request.

(b) GC's Requisition. With each Disbursement Request, Developer shall submit to DSA an Affidavit and Requisition for Funds from the GC in the form attached hereto as Schedule E-2, accompanied by a signed and notarized AIA G702: Application and Certification for Payment (1992) cover page summarizing the entire Public Parking Garage costs, with individual AIA G703: Attached Detail Supporting G702 (1992) continuation sheets, or equivalent documentation acceptable to DSA (collectively, the "**GC's Requisition**").

(c) Architect Approval. With each Disbursement Request, Developer shall submit to DSA a review and approval of the GC's Requisition by Developer's Architect, which shall be evidenced by the Architect's execution of an AIA G702: Application and Certification for Payment (1992) or equivalent documentation acceptable to DSA ("**Certified GC's Requisition**").

(d) Use of Proceeds. With each Disbursement Request, Developer shall certify that the proceeds of the requested disbursement shall be used only for the payment or reimbursement of the items described in the Disbursement Request and represented by the invoices or other appropriate documentation submitted in connection with such Disbursement Request, which costs, expenses and fees have been actually incurred by Developer, are directly connected with the construction of the Public Parking Garage and are included in the Parking Garage Budget.

(e) Satisfaction of DSA. Developer shall furnish copies of all the preceding, together with the deliveries identified in Section 4 below, all in form and substance reasonably satisfactory to DSA.

(f) Frequency. Developer may not submit a Disbursement Request more frequently than monthly.

(g) Advance of Funds. DSA shall advance by wire transfer into the designated account of Developer the amount of each Disbursement Request within twenty (20) days of receipt thereof.

4. **Supporting Documentation.** With each Disbursement Request, Developer shall provide DSA with the following:

(a) Unconditional Lien Waivers. Unconditional lien waivers for all sums disbursed in the prior month by the GC to its subcontractors in substantially the form attached hereto as Schedule E-4. Lien waivers from subcontractors' suppliers shall be provided during the sixty (60) day period following the disbursement to the GC from which such suppliers were to be paid. The lien waivers shall set forth the amounts to be received from said disbursements, the official capacity of the signatory to the waivers, the name and address of the Public Parking Garage, and be properly acknowledged. Each such lien waiver, whether partial or final, must set forth that all lien rights are waived with respect to the total amount disbursed up to and including the last date upon which labor or material was supplied and for which payment was made.

(b) Conditional Lien Waivers. Current lien waivers in a form approved by the title company issuing interim mechanic's lien coverage to the DSA with respect to the Public Parking Garage (the "**Title Company**") and acceptable to DSA (in its reasonable discretion), the preferred form of which is attached hereto as Schedule E-5, executed by the GC and each subcontractor receiving payment in connection with the then applicable disbursement conditioned only upon payment of the amounts set forth on such lien waivers.

(c) Supporting Documentation. Statements, waivers, affidavits, supporting waivers, invoices, evidence of bonding, schedules of values and releases for the purposes of issuing interim mechanic's lien coverage to the DSA, all in form and substance satisfactory to the Title Company and acceptable to DSA in its reasonable discretion.

(d) Construction Schedule and Change Order Log. An updated construction schedule and an updated potential change order (PCO) log, if any.

(e) Other Information. Such other relevant and customary information as may be reasonably requested by DSA.

5. **Storage for Off-Site Materials.** To the extent a Disbursement Request is for materials to be stored off-site and not immediately incorporated into the Public Parking Garage, such disbursement shall be conditioned upon satisfaction of the following:

(a) Identification of Materials. Materials requested on a current or first-time basis should be shown as Stored Materials on an AIA G703 attached to the AIA G702 summary sheet (as such form may be modified by Developer), and included on the stored materials log.

(b) Inventory. Developer will provide an inventory describing the quantity and cost of the stored materials, along with copies of related bills of sale, invoices, receipts, delivery tickets, and bills of lading demonstrating that Developer has good title to the stored materials free of any encumbrances.

(c) Secure Storage. If requested by DSA, Developer will provide satisfactory evidence that the place of off-site storage for such stored materials is in a secure location in a warehouse or secured yard with security measures reasonably satisfactory to DSA.

(d) Segregation; Labels. All off-site stored materials shall be physically segregated and shall be clearly labeled with the name of the Public Parking Garage to the extent reasonable and customary for materials of such type; and if requested by DSA, pictures of such stored materials at the warehouse or secured yard shall be furnished together with a certificate of hazard insurance sufficient in form and content satisfactory to DSA.

(e) Inspection by Testing Authority. Upon reasonable prior notice from DSA, Developer shall provide any applicable governmental agency or testing authority having jurisdiction over the Public Parking Garage with access to inspect, test or otherwise examine the stored materials.

(f) Access; Right to Remove. The storage of off-site materials in a warehouse shall be pursuant to written contract between Developer and the warehouseman, providing reasonable and customary access and the right to remove the stored materials. Furthermore, to the extent requested by DSA, Developer shall also provide copies of UCC searches against Developer, the materials vendor, the GC, and the warehouseman, if applicable, indicating no liens or claims which may affect the stored materials.

6. **Final Disbursement: Retainage.** With respect to any Disbursement Request containing a request to release retainage (which shall be governed by the terms and conditions set forth in the Construction Contract relating to retainage), Developer shall also submit the following to DSA:

(a) Permanent Certificate of Occupancy. Receipt of evidence reasonably acceptable to the DSA that the public authorities with jurisdiction over the Public Parking Garage have approved the Public Parking Garage in its entirety for permanent occupancy to the extent any such approval is a condition of the lawful use and occupancy of the Public Parking Garage.

(b) Certificate of Substantial Completion. Receipt of a fully executed AIA G704 Certificate of Substantial Completion or equivalent documentation from the Architect and all available punch lists.

If such Disbursement Request would effectively close out the Construction Contract, the following shall be furnished in addition to the preceding:

(c) No Punch List. Receipt of confirmation from Developer that the Public Parking Garage is complete with no outstanding punch list items.

(d) Final GC's Requisition. A Certified GC's Requisition covering 100% of the construction contract sum, if not set forth in the G704 and final affidavit and lien waivers.

(e) As-Built Drawings. Receipt of a complete set of "as-built" drawings.

(f) Final Affidavit of Payment; Final Lien Waivers. Within fifteen (15) days of the final payment to the GC, (A) receipt of (i) a notarized GC's Affidavit of Payment of Debts and Claims from such GC, and (ii) a notarized GC's Affidavit of Release of Liens from such GC, (B) receipt of final lien waivers and releases from such GC for the Public Parking Garage, and at the request of DSA, all major suppliers of labor and materials to the Public Parking Garage, and (C) receipt of evidence of full payment for personal property, if applicable.

7. **Conditions to All Disbursements.** The following conditions must be satisfied as to each Disbursement Request or DSA may withhold its approval thereof:

(a) No Default. Developer shall be in full compliance with, and there shall not be a default continuing under, the Construction Contract, and no default shall result under such document from the making of the disbursement.

(b) Retainage. Retainage to the GC and any subcontractors shall only be released in accordance with the Construction Contract.

(c) Change in Scope. Any change in the scope of work under the Construction Contract shall require the agreement of Developer and the GC, and the prior written approval of DSA.

8. **General Provisions.** Headings shall not limit or affect any paragraph in this Agreement. Time is of the essence of this Agreement and each of the provisions hereof. This Agreement shall be deemed to have been executed and delivered within the State of Georgia and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Georgia without regard to principles of conflicts of laws. During construction of the Public Parking Garage, DSA and Developer agree to use reasonable, good faith efforts to resolve any disputes which may arise in connection with this Agreement. If, after the exercise of good faith efforts to so resolve the dispute, the Parties are unable to do so, the Parties shall submit their dispute to be resolved in accordance with the dispute resolution structure set forth in the Construction Contract. Any legal suit, action or proceeding against any party hereto arising out of or relating to this Agreement shall be instituted in any Federal Court in the Southern District of Georgia or state court in Chatham County, Georgia. This Agreement may be executed in counterparts, shall become effective when it has been executed by the Parties hereto and signatures may be exchanged by facsimile or emailed PDF and thereafter shall be binding upon and inure to the benefit of each party and their respective heirs, representatives, successors and assigns. Each and all provisions hereof shall be binding upon and inure to the benefit of the successors or assigns of the Parties. This Agreement is solely for the benefit of the Parties hereto and their successors and permitted assigns, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim; liability, reimbursement, cause of action or other right, other than the Parties' respective successors and permitted assigns.

9. **Recognition Agreement.** The parties hereto hereby agree that the terms of this Agreement shall be subject to the notice and cure provisions of that certain ***[Intercreditor/Recognition Agreement]*** dated contemporaneously herewith (the "**Recognition Agreement**") by and among DSA, Developer, and Bank of the Ozarks_____

("**Construction Lender**"), so that Construction Lender may be entitled to disbursement under this Agreement should such Construction Lender prevail in any "Enforcement Action" (as that term is defined in the Recognition Agreement) against Developer. ***[need to confirm structure of debt for multifamily/retail portion of Phase 1 Project]***

10. **Notices.** Unless and except as otherwise specifically provided herein, any and all notices, elections, approvals, consents, demands, requests and responses thereto ("**Notices**") permitted or required to be given hereunder shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective (i) three (3) days after such notice has been deposited in the United States mail, postage prepaid, certified with return receipt requested, or (ii) the following business day after such notice has been deposited with a nationally recognized overnight delivery service, in either event to the other party at the address of such other party set forth hereinbelow or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, no notice of change of address shall be effective with respect to Notices sent prior to the time of receipt thereof. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice was received by the sender in accordance with this provision prior to the sending of the Notices shall also be deemed to be and constitute receipt. Any Notices, if given to DSA, must be addressed as follows, subject to change as provided hereinabove:

Downtown Savannah Authority
Attn: Mayor of the City of Savannah, Chairman
2 East Bay Street
Savannah, Georgia 31401

With a copy to:
Downtown Savannah Authority
Attn: David Maxwell, Secretary
2 East Bay Street
Savannah, Georgia 31401

and a copy to:
W. Brooks Stillwell, III, Esq.
2 East Bay Street, 3rd Floor
Savannah, Georgia 31401

and, if given to Developer, must be addressed as follows, subject to change as provided hereinabove:

EW MFR Venture I LLC
c/o Regent Partners
3340 Peachtree Road, NE
Suite 1400
Atlanta, Georgia 30326

Attn: Reid Freeman

With a copy to: David G. Williams, Esq.
Sheley, Hall & Williams, P.C.
303 Peachtree Street, Suite 4440
Atlanta, Georgia 30308

Copies of any notices required to be sent to the Construction Lender under the Recognition Agreement shall be sent as follows:

[insert lender's address]

with a copy to: ***[insert lender's counsel's address]***

11. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition.

12. **Severability.** If any clause or condition of this Agreement is found to be unenforceable, illegal or invalid, the remaining provisions of this Agreement shall nevertheless be carried into effect and shall in no way be affected, impaired or invalidated. This Agreement shall be construed in all respects as if any enforceable, illegal or invalid paragraph or provision were omitted.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to its contents. There are no representations, warranties or agreements oral or written, between or among the Parties relating to the subject matter, which are not included in this Agreement. The Parties represent and warrant that their signatories have the authority to represent them, their governing bodies, and entities. The Parties intend this Agreement to be binding and enforceable.

14. **Effective Date.** This Agreement becomes effective on the Effective Date once executed by both Parties.

15. **Termination.** Upon the full and complete funding of all of the proceeds of the Bonds, and the receipt by DSA of all documents and materials required hereunder, this Agreement shall terminate and be of no further force and effect.

16. **City as Agent for DSA.** As provided in the Development Management Agreement, the parties to this Agreement acknowledge that the City shall act as the agent for the benefit of the DSA in connection with all approvals and consents that Developer may request from the DSA. Developer shall be permitted to rely on all such approvals and consents given by the City whenever this Agreement contemplates an approval or consent from the DSA.

(Signatures begin on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day above first written.

DSA:

DOWNTOWN SAVANNAH AUTHORITY

By: _____

Name:

Title:

(SEAL)

(Signatures continue on next page)

(Signatures continued from previous page)

DEVELOPER:

EW MFR VENTURE I LLC, a
Georgia limited liability company

By: _____

Name:

Title:

(SEAL)

Exhibit A
Description of Property

Schedule E-1
Owner's Affidavit and
Requisition for Funds No. _____

Date: _____

To:	PROJECT:
Downtown Savannah Authority 2 East Bay Street Savannah, Georgia 31401	_____ Parking Garage

The undersigned does hereby request and authorize payment totaling $_____ as described and itemized on Schedule A, attached, and does hereby certify and guarantee that all amounts requested for labor and/or material are physically incorporated into the Public Parking Garage (except for "stored" Items shown on Schedule A), in compliance with the plans and specifications, with modifications approved by addressee above, or for services truly performed relating to the subject property. All such payment requests, individually and in total are in accordance with the terms of the executed loan documents and represent the lesser of the amounts actually due and billed or value of work in place and services performed.

The undersigned further certifies that no part of the payments requested include or contemplate rebates, commission or loans to the undersigned, their beneficiaries, agents or assigns, and that all amounts requested are solely for the named payees and for the purpose indicated and that this requisition includes all amounts outstanding and payable on subject property through _____, _____, except for retainage (if any) provided for in the Construction Contract and the construction loan agreement.

The undersigned further certifies that to the undersigned's knowledge, no claims have been made to the affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements or personal property leases have been given or are outstanding as to any fixtures, appliances or equipment which are now installed in or upon said real property, or the improvements thereon, except as indicated on Schedule B (if any), attached.

The undersigned hereby acknowledges the dependence others may place upon the statements contained herein. No obligation on the part of DSA or their respective advisor(s), expressed or implied, is created by this requisition as to protection of the owner and/or contractor or assigns from mechanics' or materialmen's lien claims, and the owner and contractor, as agreed between them, shall be responsible for the procurement of required lien waivers, paid bills, and releases from both principal payees and all subordinate claimants thereunder, and the undersigned hereby covenants and agrees to hold DSA and their agents and assigns harmless against any lien, claim or suit by the contractors, subcontractors, mechanics or materialmen in connection with the furnishing of said services, labor and material included in the requisition hereinabove described and all prior requisitions, except for acknowledged retainage (if any) provided for in the Construction Contract and construction loan agreement.

The undersigned does further certify that: (a) cost projections previously provided to the DSA are adequate to complete the work to be done and that the undisbursed portion of the Bond Proceeds, including the advance requested herein, are adequate and sufficient to pay for all labor, materials, equipment, work, services and supplies necessary for the completion of the Public Parking Garage, including the installation of all fixtures and equipment required for the operation of the Public Parking Garage; (b) all underground utilities and on-site and off-site improvements are now or shall be available to the project to the extent required as of the date hereof, and all costs therefor are included in the cost breakdown and contract submitted to DSA; and (c) all work in place and material furnished to date is in compliance with those plans and specifications most recently provided to the DSA.

That the disbursement requested above shall be funded by _____,

The undersigned does agree to furnish to DSA (if requested by them), lien waivers from all payees named herein prior to the next fund request.

[Insert DEVELOPER signature block]

Subscribed and sworn to before me this _____
day of _____, ____.

_____
Notary Public

Schedule E-2
Form of GC's Affidavit and Requisition for Funds

Date: _____

To:	PROJECT:
Downtown Savannah Authority 2 East Bay Street Savannah, Georgia 31401	_____ Parking Garage

The undersigned does hereby request and authorize payment totaling $_____ as described and itemized on Schedule A, attached, and does hereby certify and guarantee that all amounts requested for labor and/or material are physically incorporated into the Public Parking Garage (except for "stored" items shown on Schedule A), in compliance with the plans and specifications, with modifications approved by addressee above, or for services truly performed relating to the subject property. All such payment requests, individually and in total are in accordance with the terms of the executed loan documents and represent the lesser of the amounts actually due and billed or value of work in place and services performed.

The undersigned further certifies that no part of the payments requested include or contemplate rebates, commission or loans to the undersigned, their beneficiaries, agents or assigns, and that all amounts requested are solely for the named payees and for the purpose indicated and that this requisition includes all amounts outstanding and payable on subject property through _____, _____, except for retainage (if any) provided for in the Construction Contract and the construction loan agreement.

The undersigned further certifies that to the undersigned's knowledge no claims have been made to the affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements or personal property leases have been given or are outstanding as to any fixtures, appliances or equipment which are now installed in or upon said real property, or the improvements thereon, except as indicated on Schedule B (if any), attached.

The undersigned hereby acknowledges the dependence others may place upon the statements contained herein. No obligation on the part of DSA or their respective advisor(s), expressed or implied, is created by this requisition as to protection of the owner and/or contractor or assigns from mechanics' or materialmen's lien claims, and the owner and contractor, as agreed between them, shall be responsible for the procurement of required lien waivers, paid bills, and releases from both principal payees and all subordinate claimants thereunder, and the undersigned hereby covenants and agrees to hold DSA and their agents and assigns harmless against any lien, claim or suit by the contractors, subcontractors, mechanics or materialmen in connection with the furnishing of said services, labor and material included in the requisition hereinabove described and all prior requisitions, except for acknowledged retainage (if any) provided for in the Construction Contract and construction loan agreement.

The undersigned does further certify that: (a) cost projections previously provided to the DSA are adequate to complete the work to be done and that the undisbursed portion of the Bond Proceeds, including the advance requested herein, are adequate and sufficient to pay for all labor, materials, equipment, work,

services and supplies necessary for the completion of the Public Parking Garage, including the installation of all fixtures and equipment required for the operation of the Public Parking Garage; (b) all underground utilities and on-site and off-site improvements are now or shall be available to the project to the extent required as of the date hereof, and all costs therefor are included in the cost breakdown and contract submitted to DSA; and (c) all work in place and material furnished to date is in compliance with those plans and specifications most recently provided to the DSA.

That the disbursement requested above shall be funded by _____.

Attached hereto are (i) a signed and notarized AIA G702: Application and Certification for Payment (1992), (ii) cover page summarizing the entire Public Parking Garage costs, with (iii) individual AIA G703: Attached Detail Supporting G702 (1992) continuation sheets.

The undersigned does agree to furnish to DSA (if requested by them), lien waivers from all payees named herein prior to the next fund request.

[insert signature block for the General Contractor]

By:
Name:
Title:

Subscribed and sworn to before me this _____
day of _____, ____.

_____
Notary Public

Schedule E-4
Form of Conditional & Unconditional Final Lien Waivers

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF SAVANNAH, COUNTY OF CHATHAM, AND IS OWNED BY (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

_____

_____

_____

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $_____ THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO WAIVER AND RELEASE UPON FINAL PAYMENT]

GIVEN UNDER HAND AND SEAL THIS _____DAY OF _____, 20__.

[COMPANY NAME]

_____
WITNESS

By: _____
Name: _____
Title: _____

_____
NOTARY PUBLIC

(COMPANY SEAL)

My Commission expires: _____

Address: _____
_____

(NOTARY SEAL)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Schedule E-5
Form of Conditional & Unconditional Interim Lien Waivers

INTERIM WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF SAVANNAH, COUNTY OF CHATHAM, AND IS OWNED BY
(NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

_____

_____

_____

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $_____ THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR AND/OR MATERIAL BOND THROUGH _____, 20__, AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO WAIVER AND RELEASE UPON FINAL PAYMENT]

GIVEN UNDER HAND AND SEAL THIS _____DAY OF _____, 20__.

[COMPANY NAME]

_____
WITNESS

By: _____
Name: _____
Title: _____

_____
NOTARY PUBLIC

(COMPANY SEAL)

My Commission expires: _____

Address: _____
_____

(NOTARY SEAL)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Exhibit “E” – Condominium Declaration

[attached hereto]

DECLARATION OF CONDOMINIUM

FOR

RIVERWORKS AT EASTERN WHARF

a Condominium Pursuant to
the Georgia Condominium Act,
O.C.G.A. §44-3-70, *et seq.*

UPON RECORDING RETURN TO:
David G. Williams, Esq.
Sheley, Hall & Williams, P.C.
303 Peachtree St., NE
Suite 4440
Atlanta, Georgia 30308

DECLARATION OF CONDOMINIUM

FOR

RIVERWORKS AT EASTERN WHARF

- TABLE OF CONTENTS -

Page

TABLE OF EXHIBITS

DECLARATION OF CONDOMINIUM
FOR
RIVERWORKS AT EASTERN WHARF

THIS DECLARATION is made as of _____, 2018 by EW MFR VENTURE I LLC, a Georgia limited liability company ("**Declarant**"), having its principal place of business located at c/o Regent Partners, 3340 Peachtree Road, Suite 1400, Atlanta, Georgia 30326.

W I T N E S S E T H

WHEREAS, Declarant is the fee simple owner of that certain tract or parcel of land lying and being in Savannah, Chatham County, Georgia, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"), subject to the matters set forth on Exhibit B attached hereto (the "**Permitted Exceptions**");

WHEREAS, Declarant has recently completed the construction of certain improvements on the Property as shown on the Plat and the Plans (as hereinafter defined);

WHEREAS, a plat of survey related to the Condominium prepared by _____ was filed in Condominium Plat Book _____ Page(s) _____ , Chatham County, Georgia records (the "**Plat**");

WHEREAS, floor plans relating to the Condominium prepared by _____ were filed in Condominium Plan Book _____ Page(s) _____ , aforesaid records (the "**Plans**); and

WHEREAS, Declarant has duly incorporated Riverworks at Eastern Wharf Condominium Association, Inc. as a nonprofit membership corporation under the laws of the State of Georgia; and

WHEREAS, the Declarant desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Georgia Condominium Act, O.C.G.A. §44-3-70, *et seq*., as amended (the "**Act**"), as the same is in effect on the date hereof, and pursuant to the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the premises and benefits to each of the Units provided for herein and for other good and valuable consideration, Declarant hereby declares that the Property is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act and is hereby subjected to all of the provisions of this Declaration. Declarant hereby establishes the joint and reciprocal covenants, conditions, restrictions and easements set forth herein, for the use, benefit and enjoyment of the respective owners and their successors-in-title to all or any portion of each of the Units. By virtue of the recording of this Declaration, the Property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the Georgia Condominium Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of and which shall run with the title to, the real property subject to this Declaration and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors-in-title and assigns and shall be for the benefit of all owners of the Property subject to this Declaration.

ARTICLE 1:
NAME

The name of the condominium is RIVERWORKS AT EASTERN WHARF (the "**Condominium**").

ARTICLE 2:
DEFINITIONS

The terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Certain terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as follows:

2.1. "**Act**": The Georgia Condominium Act, O.C.G.A. §44-3-70, *et seq*., as amended from time to time.

2.2. "**Apartment(s)**": Those portions of the Apartments Unit intended as a dwelling space for individual occupancy and use, as designated on the Plans.

2.4. "**Apartments Unit**": That Unit consisting primarily of portions of Levels 1 and 2 and all of Levels Three (3) through Six (6) of the Building, including the Apartments and 4 levels of a parking garage serving the Apartments, as designated on the Plans.

2.5. "**Articles of Incorporation**": The Articles of Incorporation of Riverworks at Eastern Wharf Condominium Association, Inc., filed with the Secretary of State of Georgia, as the same may be amended from time to time.

2.6. "**Association**": Riverworks at Eastern Wharf Condominium Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

2.7. "**Board of Directors**": The elected body responsible for management and operation of the Association as further described in the By-Laws.

2.8. "**By-Laws**": The By-Laws of Riverworks at Eastern Wharf Condominium Association, Inc., attached to this Declaration as Exhibit D and incorporated herein by this reference.

2.9. "**Common Element(s)**": That portion of the Property subject to this Declaration which is not included within the boundaries of a Unit, as more particularly described in this Declaration and on the Plat and Plans.

2.10. "**Common Expense(s)**": The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including, but not limited to, (a) those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements, including the Limited Common Elements; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Act or Condominium Instruments; and (d) reasonable reserves established for the payment of any of the foregoing.

2.11. "**Community-Wide Standard**": The standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors.

2.12. "**Condominium**": All that property described in Exhibit A attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration, together with all buildings and improvements thereon.

2.13. "**Condominium Instruments**": This Declaration and all exhibits to this Declaration, including the By-Laws, the Articles of Incorporation, the rules and regulations of the Association, and the Plat and Plans, all as may be supplemented or amended from time to time.

2.14. "**Declarant**": EW MFR VENTURE I LLC, a Georgia limited liability company or any successor or assign to which Declarant's rights are transferred or assigned pursuant to the terms of Section 20.3 hereof. who holds or takes title to any portion of the property described on Exhibit A for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

2.19. "**Development Period**": The period of time commencing upon the date on which this Declaration is recorded in the Public Records and expiring as set forth in Section 20.1 hereof.

2.20. "**Eligible Mortgagee(s)**": Those holders of first Mortgages secured by Units in the Condominium who have submitted a written request to the Association to be notified of certain items as set forth in this Declaration.

2.21. "**Limited Common Element(s)**": A portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration. [**Confirm that LCEs will be identified on the plat and plans.**]

2.22. "**Majority**": Those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

2.23. "**Master Association**": Savannah River Landing Master Association, Inc., its successors and assigns.

2.24. "**Master Declaration**": That certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Savannah River Landing dated September 20, 2017 and recorded in the Public Records at Deed Book 1179, Page 26, as it may be amended.

2.25. "**Master Documents**": Those governing documents, which include the Master Declaration, the by-laws, articles of incorporation, design guidelines, and rules and regulations, if any, of the Master Association, as each may be supplemented and amended from time to time.

2.26. "**Mortgage**": Any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation.

2.27. "**Mortgagee**": The holder of any Mortgage.

2.28. "**Occupant**": The lessee(s) and licensees of any Unit and their respective guests, family members, tenants, and invitees, or any other Person who either lawfully or unlawfully occupies or comes upon such Unit.

2.29. "**Owner**" : Each record title holder of a Unit within the Condominium, but not including a Mortgagee.

2.30. "**Ownership Percentage**": The percentage of votes held by each Owner as shown on Exhibit C hereto.

2.31. "**City Parking Garage Unit**". That Unit consisting of the Basement Level and portions of Level 1 and 2 of the Condominium, as designated on the Plans.

2.32. "**Person**": Any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

2.33. "**Plans**": The plans for the Units and other improvements, as recorded in the Public Records.

2.34. "**Plat**": The plat of survey relating to the Condominium that has been filed in the Public Records.

2.35. "**Public Records**": The land records in the Office of the Clerk of the Superior Court of Chatham County, Georgia or such other place which is designated as the official location for recording of deed and plats of survey and similar documents affecting title to real property in Chatham County, Georgia.

2.1. "**Retail Unit**": That certain Unit designated on the Plans as the Retail Unit, as such Plans may from time to time be supplemented to or amended.

2.2. "**Total Eligible Association Vote**": The total vote in the Association, less any votes that have been suspended pursuant to Section 8.3.

2.3. "**Unit**": That portion of the Condominium intended for ownership and use, and for which a certificate of occupancy has been issued, as more particularly described in the Condominium Instruments.

ARTICLE 3:
LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Condominium is located in Savannah, Chatham County, Georgia, and is more particularly described in (a) Exhibit A attached to this Declaration, which exhibit is specifically incorporated herein by this reference, (b) the Plat, and (c) the Plans. The Declarant or the Association shall have the right to file additional plats and plans from time to time as necessary or appropriate to further describe the Units or to comply with the Act. The Plat and Plans are incorporated herein by reference as fully as if the same were set forth in their entirety.

During the Development Period, Declarant reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements and to any Units owned by Declarant (other than changes to the location of Unit boundaries except as expressly permitted herein), including, without limitation, addition and realignment of parking spaces, renovation, installation, and

changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of drives, utility lines and pipes located on the Condominium.

ARTICLE 4:
UNITS AND BOUNDARIES

The Condominium shall consist of three (3) separate Units (the Apartments Unit, the City Parking Garage Unit, and the Retail Unit), the Limited Common Elements and the Common Elements. Each Unit, together with an undivided interest in the Common Elements, shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Plats and Plans. Each Unit includes that part of the structure which lies within the following boundaries:

4.1. Horizontal (Upper and Lower) Boundaries. The horizontal boundaries of each Unit shall be the unfinished interior surfaces of the lowest floor(s) and the highest ceiling(s) of the Unit as delineated in the Plats and Plans.

4.2. Perimetrical (Vertical) Boundaries. The perimetrical or vertical boundaries of each Unit shall be the unfinished exterior surfaces of the outermost walls of the Unit. With respect to common walls between Units, the perimetrical or vertical boundary of the Units served thereby shall be the centerline of such wall.

4.3. Additional Information to Interpret Unit Boundaries.

(a) All exterior doors and exterior windows located within each Unit and all lath, wallboard, plasterboard, plaster, paneling, molding, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of each Unit shall be deemed a part of such Unit; all other portions of the outside walls, floors or ceilings shall be deemed a part of the Common Elements. Except as otherwise provided herein, all space, interior partitions and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of that Unit.

(b) All portions of heating and air conditioning systems serving a single Unit; including, but not limited to, the equipment and any pipes, wires, lines, and ductwork serving such systems located within or without the Unit boundaries shall be a part of the Unit.

(c) All appliances and plumbing fixtures within a Unit shall be part of the Unit; provided however, to the extent that any grease shafts, chutes, flues, ducts, conduits, wires, lines, pipes, bearing walls, bearing columns, or any other apparatus lies partially inside of the designated boundaries of the Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; all portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(d) In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

(e) The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association, and an undivided interest in the funds and assets held by the Association. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

ARTICLE 5:
COMMON ELEMENTS

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. Ownership of the Common Elements shall be by the Owners as tenants-in-common. Each Unit is allocated an equal undivided interest in the Common Elements.

Such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner and may not be separated from the Unit to which it appertains and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

The Common Elements shall remain undivided, and no Owner or any other Person shall have the right to bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners. Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

So long as Declarant owns any Unit, the Declarant hereby reserves for the benefit of Declarant, its successors and assigns a temporary, non-exclusive easement over, across, and under the Common Elements for the maintenance of sales and leasing offices, signs, and the reasonable use of the Common Elements for sales, leasing, marketing, and construction purposes, including, without limitation, access, ingress, and egress across, over, and under the Common Elements for the purpose of further improving the Condominium, and for purposes of marketing, leasing, and sales.

ARTICLE 6:
LIMITED COMMON ELEMENTS

6.1. Designation. The Limited Common Elements are assigned in accordance with §44-3-82 of the Act and with the Plans. The Limited Common Elements and the Unit(s) to which they are permanently assigned are as follows:

(a) any lobbies, elevators, roof and roof support systems, trash chutes, mail area, fitness room, swimming pool, business center, kitchen, courtyard area, and all other Common Elements located on the residential levels of the Condominium as shown on the Plans, and any stairs, hallways, or corridors serving only the amenity and residential levels of the Condominium, are assigned as Limited Common Elements to the Apartments Unit;

(b) any entry foyers, hallways, corridors, elevators, lobbies, and stairs serving more than one (1) Unit, but less than all Units, are assigned as Limited Common Element to the Unit or Units so served;

(c) any screened/unscreened porch, deck, courtyard, patio, terrace, or balcony serving a Unit, together with any fence, railing or other enclosure therefor that is attached to or serves a Unit is assigned as a Limited Common Element to the Unit so attached or so served;

(d) any patio or terrace serving the Retail Unit is assigned as a Limited Common Element to the Retail Unit;

(e) any sidewalk, gate, doorsteps, stairways, or stoops providing access, ingress, or egress to a patio or terrace serving the Retail Unit is assigned as a Limited Common Element to the Retail Unit;

(f) any bicycle rooms, storage spaces and service rooms serving a Unit but through which no direct Unit access is available are assigned as Limited Common Elements to the benefitted Unit;

(g) any portion of the Common Elements on which there is located any portion of the mechanical, electrical, air conditioning, or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served; and

(h) any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served.

6.2. Assignment and Reassignment. The Board of Directors, without a membership vote, is hereby authorized to assign and reassign Limited Common Elements and Common Elements not previously assigned, provided that any such assignment or reassignment shall be made in accordance with the provisions of §44-3-82 of the Act. Notwithstanding anything herein to the contrary, the Board of Directors is not authorized to assign or reassign the Limited Common Elements without the consent of Declarant during the Development Period. Furthermore, during the Development Period, the Declarant shall have the right to assign and reassign Limited Common Elements, on behalf of the Association, in accordance with §44-3-82 of the Act.

6.3. Right to Relocate Certain Equipment Serving a Unit. Notwithstanding any provision to the contrary contained herein, the Board of Directors, at the sole expense of the Association, shall have the right, without need for a membership vote and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as efficiently and at no greater cost to the Owner as existed prior to the relocation.

ARTICLE 7:
ASSOCIATION MEMBERSHIP AND ALLOCATIONS

7.1. Membership. All Owners, by virtue of their ownership of an interest in a Unit, are members of the Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Declaration and the Act and in accordance with the By-Laws.

7.2. Votes. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to exercise the number of votes equal to its Ownership Percentage as more particularly set forth on Exhibit C and the votes shall be appurtenant to such Unit. In any situation where there is more than one (1) Owner of a Unit, the votes for such Unit shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's votes shall be suspended if more than one (1) Person seeks to exercise them. The membership rights of an Owner which is not a natural person may be exercised by an officer, director, member, manager, partner or trustee of such Owner or by any individual designated from time to time by such Owner in a written instrument provided to the secretary of the Association.

7.3. Allocation of Liability for Common Expenses.

(a) Except as otherwise provided below, by the Act or elsewhere in the Condominium Instruments, each Unit is hereby allocated liability for Common Expenses based on each Owner's Ownership Percentage as set forth on Exhibit C hereto.

(a) The Board of Directors shall have the power to specifically assess pursuant to this Section and to §44-3-80(b) of the Act, as in its discretion, it deems appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the right to exercise authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section. For purposes of this Section, non-use or abandonment of Common Elements shall not constitute a benefit to less than all Units or a significant disproportionate benefit among all Units.

(b) Any Common Expenses benefiting less than all of the Units or significantly and disproportionately benefiting certain Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received.

(c) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units may be specifically assessed against such Unit or Units.

(d) In the event that the Condominium is served by any common utility meter, the Board of Directors shall have the authority, but not the obligation, to install submeters and assess individual Unit utility usage charges as specific assessments as provided herein. This shall include the

right of the Board of Directors to add a charge for the cost of overhead for such submetering against individual Units and/or to install separate utility meters for the Units only when such non-use results in an identifiable, calculable reduction in cost to the Association.

7.4. Master Association. Each Owner, by acceptance of a deed to a Unit acknowledges and agrees that, pursuant to the Master Documents, all Owners shall be members of the Master Association and shall be subject to the Master Documents. Each Owner further acknowledges that, pursuant to the Master Documents, the Condominium has been designated as a "Building Condominium" (as such term is defined in the Master Documents). If there are conflicts between the provisions of Georgia law, the Master Documents, this Declaration, the By-Laws, and the Articles of Incorporation, then the provisions of Georgia law, the Master Documents, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

ARTICLE 8:
ASSOCIATION RIGHTS AND RESTRICTIONS

8.1. Right of Entry. The Association shall have the right to enter into Units and any Limited Common Elements assigned thereto for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. For purposes of the Article, and without limiting the foregoing, a water or other utility leak, fire, strong or foul odor, obvious insect/rodent infestation or sound indicating that a person or animal might be injured or sick and require immediate medical attention shall be considered emergencies justifying immediate entry into a Unit and any Limited Common elements assigned thereto. No one exercising the rights granted herein shall be liable for trespass or damages by exercising such rights. The failure to exercise the rights herein shall not create any liability to any of the above-referenced parties as no duty by any of the above-referenced parties to enter any Unit exists.

8.2. Rules and Regulations. The Association shall have the right to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements, and Common Elements.

8.3. Right of Enforcement.

(a) The Board of Directors may impose sanctions as provided in §44-3-76 of the Act, for violation of the Condominium Instruments, after compliance with the notice and hearing procedures set forth in Section 3.23 of the By-Laws. Such sanctions may include, without limitation:

(i) the imposition of monetary fines which shall constitute a lien upon the Unit of the violator. Any such fines shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. In the event that any Occupant of a Unit violates the Condominium Instruments and a fine is imposed, the fine may first be assessed against the Occupant. If the fine is not paid by the Occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of Directors;

(ii) the suspension of any services provided by the Association to the Unit or the Owner. Any suspension of utility services shall be effected in accordance with any appropriate provisions of the Act;

(iii) the suspension of an Owner's right to vote;

(iv) the suspension of any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association. The Association may not terminate any water, gas, electricity, heat, or air conditioning services being provided to a Unit or Owner by the Association unless the Association has complied with Section 9.3(e) hereof and §44-3-76 of the Act; and

(vi) the assignment of rents to the Association which are otherwise due and payable to the Owner, as set forth in Section 14.2(b)(iii).

(b) The Association, at its election, may also take the following remedial actions without the necessity of compliance with the notice and hearing procedures set forth in the By-Laws. In doing so the Association must comply with the provisions of the Act and this Declaration:

(i) the initiation of a suit at law or in equity to enjoin any violation or to recover monetary damages; and

(ii) the exercise of self-help.

(c) In pursuing any sanction or other action permitted by the Condominium Instruments and the Act, the Association may levy a specific assessment to cover all costs incurred in bringing a Unit into compliance with the terms of the Condominium Instruments, including, without limitation, reasonable attorneys' fees or other legal fees.

(d) In the event that any Occupant, invitee, tenant, or guest of a Unit violates the Condominium Instruments, the Board of Directors may sanction such Occupant, invitee, tenant, or guest, and/or the Owner of the Unit that the violator is occupying or visiting. If a fine is imposed, the fine may first be assessed against the Occupant. If the fine is not paid by the Occupant with in the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of Directors.

(e) In addition, the Board of Directors may elect to enforce any provision of the Condominium Instruments by exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules and restrictions, or the correction of any maintenance, construction or other violation of the Condominium Instruments) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy a specific assessment to cover all costs incurred in bringing a Unit into compliance with the terms of the Condominium Instruments.

(f) Notwithstanding anything herein to the contrary, the Association may also take the following actions without the necessity of compliance with the procedures set forth in the By-Laws:

(i) elect to enforce any provisions of the Condominium Instruments by suit at law or in equity to enjoin any violation or to recover monetary damages or both; or

(ii) subject to Section 9.3(e), terminate any water, gas, electricity, heat, or air conditioning services being provided to a Unit or Owner by the Association for failure to pay assessments and other amounts due pursuant to Subsection (a) of §44-3-109 of the Act, to the fullest extent allowed by the Act and in accordance with the provisions of the Act.

(g) All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Condominium Instruments, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and other legal fees actually incurred and court costs in the same manner as an action for collection of assessments.

(h) The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board of Directors in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board of Directors reasonably determines that the Association's position is not strong enough to justify taking enforcement action and which is not justified based upon the particular circumstances. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction, or rule.

(i) The Association, by contract or other agreement, may enforce county, city, state, and federal laws and ordinances, if applicable, and permit local and other governments to enforce laws and ordinances on the Condominium for the benefit of the Association and its members.

8.4. Permits, Licenses, Easements, Etc. The Association, acting solely through the Board of Directors, shall have the right to grant permits, licenses, utility easements, and other easements over, through and under the Common Elements without a vote of the Owners.

8.5. Right of Maintenance. The Association, acting solely through the Board of Directors or its designee, shall have the right to control, manage, operate, maintain, improve, and replace all portions of the Condominium for which the Association is assigned maintenance responsibility under this Declaration.

8.6. Property Rights. The Association, acting solely through the Board of Directors, shall have the right to acquire, hold and dispose of tangible and intangible personal property and real property.

8.7. Casualty Loss. The Association, acting solely through the Board of Directors, shall have the right to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration.

8.8. Governmental Entities. The Association, acting solely through the Board of Directors, shall have the right to represent the Owners in dealing with governmental entities in matters related to their ownership of a Unit in the Condominium.

8.9. Common Elements. The Association, acting solely through the Board of Directors, or, during the Development Period, the Declarant shall have the right to close temporarily any portion of the Common Elements, excluding the Limited Common Elements and any portions of the Common Elements which deny all access to any Units or Limited Common Elements, for emergency, security or safety purposes with no prior notice of such closing to the Owners for a period not to exceed _____. Furthermore, the Association, acting solely through the Board of Directors, shall have the right to temporarily or permanently close any portion of the Common Elements, excluding the Limited Common Elements and any portions of the Common Elements which deny all access to any Units or Limited Common Elements, upon thirty (30) days' prior written notice to all Owners. Any portion of the Common Elements which has been temporarily or permanently closed may be reopened by the sole action of the Declarant during the Development Period, or by action of the Board of Directors, or by the vote of members holding a Majority of the Total Eligible Association Vote. Notwithstanding the foregoing, any

action to reopen a portion of the Common Elements which will require, in the sole discretion of the Board of Directors, the levying of a special assessment, which shall be approved in the manner set forth in Section 9.5 prior to becoming effective; and the Association may not close any portion of the Common Elements over or upon which the Declarant has an easement.

8.10. Cooperation with the Master Association and Other Associations. The Association may contract or cooperate with the Master Association or any other property, homeowners, or condominium associations or entities within Eastern Wharf (formerly known as Savannah River Landing) as convenient or necessary to provide services and privileges and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners, Occupants, and their guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense, if for the benefit of all Owners, or shall be a specific assessment, if for the benefit of one or more, but less than all, Owners.

8.11. Powers of the Master Association Relating to the Association. The Master Association shall have the authority to veto any action taken or contemplated to be taken by the Association which the board of directors of the Master Association reasonably determines to be adverse to the interests of the Master Association or its members or inconsistent with the Community-Wide Standard of the Master Association. The Master Association shall also have the authority to require specific action to be taken by the Association in connection with its obligations and responsibilities hereunder, under the Master Documents, or under any other covenants or instruments affecting the Condominium. Without limiting the generality of the foregoing, the Master Association may require that a proposed budget include certain items and that expenditures be made thereof, and may veto or cancel any contract providing for maintenance, repair or replacement of any portion of the Condominium.

The Master Association shall give the Association written notice of any action required to be taken by the Association pursuant to this Section. Such action shall be taken within the time frame set forth in such written notice. If the Association fails to comply with the requirements set forth in the notice, the Master Association shall have the right to effect such action on behalf of the Association and shall assess Owners for their pro rata share of any expenses incurred in connection with the foregoing in the manner provided in the Master Declaration. Such assessments may be collected as a special assessment thereunder and shall be subject to all lien rights provided for therein.

Pursuant to the terms of the Master Documents, the president of the Board of Directors of the Condominium shall represent the Condominium on the board of the Master Association. For any matters requiring a vote by the Owners as members of the Master Association, such vote shall be taken by the Board of Directors of the Condominium and the president of the Board of Directors of the Condominium shall cast the votes allocated to the Condominium in correlation with the vote taken by the Board of Directors of the Condominium (e.g., if the Owners vote in favor of a matter before the members of the Master Association, then the president of the Association shall vote in favor of such matter with the board of directors of the Master Association).

ARTICLE 9:
ASSESSMENTS

9.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board of Directors.

9.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges; (ii) special assessments; and (iii) specific assessments, all as provided herein. All such assessments, together with late charges, interest, costs, and reasonable attorneys' fees and other legal fees actually incurred in the maximum amount permitted by the Act shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (c) the lien of the Master Association for delinquent assessments and other charges due under the Master Documents. Such lien may be enforced by suit, judgment and foreclosure in the same manner as Mortgages are foreclosed under Georgia law.

Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt such Owner from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Association's failure to perform its obligations required under this Declaration, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

9.3. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. Accordingly, the remedies available to the Board of Directors include, without limitation, the following:

(a) If any monthly installment of annual assessments or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of Ten Dollars ($10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate as permitted by the Act and adopted by resolution of the Board of Directors shall accrue from the due date.

(b) If partial payment of assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft, or in any related correspondence shall be effective to change the order of application:

(i) respectively, to any unpaid late charges, interest charges, and specific assessments (including, but not limited to, fines) in the order of their coming due;

(ii) to costs of collection, including reasonable attorneys' fees and other legal fees actually incurred by the Association; and

(iii) to any unpaid installments of the annual assessment or special assessments in the order of their coming due.

(c) If assessments, fines or other charges or any part thereof due from an Owner are not paid when due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the

Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become due and payable, the Association may take any one or all of the following actions, in addition to other remedies permitted by this Declaration:

(i) institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act, and Georgia law (so long as the amount due to the Association is $2,000.00 or more);

(ii) suspend the Owner's and/or Occupant's right to use the Common Elements (other than utilities, the suspension of which is addressed in Section 9.3 (d) (iii) below), provided, however, the Board of Directors may not limit ingress or egress to or from the Unit; and

(iii) subject to and in accordance with the provisions and prerequisites of §44-3-76 of the Act, suspend any utility services, the cost of which are a Common Expense of the Association, including, but not limited to, water, electricity, heat, air conditioning, gas and cable television, to that Unit until such time as the delinquent assessments and all costs permitted pursuant to this Article are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorneys' fees and other legal fees, shall be an assessment against the Unit and shall be collected as provided herein for the collection of assessments.

(e) The exercise by the Board of Directors of one of the remedies set forth in this Article shall not preclude the Board of Directors from exercising other forms of remedies, as the remedies set forth above are cumulative.

9.4. Computation of Operating Budget and Assessment. It shall be the duty of the Board of Directors to prepare an annual budget covering the estimated costs of operating the Condominium during the coming year. The Board of Directors shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the beginning of the Association's fiscal year. All budget increases shall comply with the limitations set forth by §44-3-80(g) of the Act. The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by members holding a Majority of the Total Eligible Association Vote; provided, however, if a quorum is not obtained at such meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting.

In the event that the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board of Directors may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

9.5. Special Assessments. The Board of Directors may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments shall be allocated among the Units in accordance with Section 7.3 (a). Notice of special assessments shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed of one-sixth (1/6) of the annual common assessments shall require the approval of the members holding a Majority of the Total Eligible Association Vote prior to becoming effective. Additionally, during the Development Period, all special assessments must have the consent of the Declarant prior to becoming effective.

9.6. Specific Assessments. The Board of Directors shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items, or services not provided to all Units within the Condominium that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit, or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees or guests. The Association may also levy or specifically assess any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of the Declaration, any applicable Supplemental or Amended Declaration, the Articles of Incorporation, the By-Laws, and rules, provided the Board of Directors gives prior notice to the Owner and an opportunity for a hearing as set forth in Section 3.23 of the By-Laws.

9.7. Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board of Directors shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital reserve contribution required, if any, shall be established by the Board of Directors and included within the budget and assessment as provided in Section 9.4. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

9.8. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee not to exceed Ten Dollars ($10.00), or such higher amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

9.9. Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to or greater than two (2) months of the annual assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be collected from the purchaser of the Unit at closing and disbursed to the Association in a separately designated amount. The Association may not use these funds during the period that the Declarant has the right to appoint the directors of the Association. Thereafter, the Association may use the funds to cover operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws. The working capital contribution set forth herein is in addition to the required capital reserve contribution set forth in Section 9.7.

9.10. Surplus Funds and Common Profits. Pursuant to §44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account.

9.11. Failure to Assess. Failure of the Board of Directors to establish assessment amounts or rates, or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

9.12. Master Association Assessments. To the extent required pursuant to the Master Declaration, the Association shall include all assessments and charges levied against the property within the Condominium by the Master Association in its annual budgets and shall be responsible for collecting such amounts on behalf of the Master Association. The Association shall disburse the full amount of such charges to the Master Association in accordance with the Master Declaration.

ARTICLE 10:
INSURANCE

10.1. Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by §44-3-107 of the Act, and as required herein. All such insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of this Declaration and §44-3-107 of the Act. Such responsibility may be performed, and shall be deemed reasonably performed, by requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of this Declaration and §44-3-107 of the Act. Such insurance shall run to the benefit of the Association, the respective Owners, and their respective Mortgagees, as their interests may appear. The Association's policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

(a) The Board of Directors shall utilize every reasonable effort to secure a master policy covering physical damage in an amount equal to full replacement costs of all standard improvements located within the Condominium that will provide the following:

(i) that the insurer waives its rights of subrogation of any claims against the Board of Directors, officers of the Association, the individual Owners, Occupants, and their respective invitees and Occupants of the Unit;

(ii) that the master policy on the Condominium cannot be canceled, invalidated, or suspended on account of the conduct of any Owner, director, officer or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all Mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

(iii) that any "no other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

(iv) that until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, Occupants, or invitees, nor be canceled for nonpayment of premiums;

(v) that the master policy may not be canceled, substantially modified, subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;

(vi) a construction code endorsement;

(vii) an agreed value endorsement and an inflation guard endorsement; and

(viii) that the deductible amount per occurrence shall not exceed such amount as determined by the Board of Directors.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the best rating available. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses shall be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of Directors of all structural improvements made by the Owner to his Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is canceled.

(e) In addition to the insurance required herein above, the Board of Directors shall obtain as a Common Expense:

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) public liability and insurance in amounts not less than required by §44-3-107 of the Act;

(iii) officers' and directors' liability insurance in such amounts as the Board of Directors may determine, but in no event less than One Million Dollars ($1,000,000.00) per occurrence (such insurance shall contain a cross liability endorsement);

(iv) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount which in the best business judgment of the Board of Directors reflects the estimated maximum amount of funds, including reserve funds in the custody of the Association at any time during the term of the bond, but not less than three (3) months' aggregate assessments, plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms of expressions; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms:

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

(B) the management company, if any, maintains separate records and bank accounts for each Association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or

(C) two (2) members of the Board of Directors must sign any check written on the reserve account;

(v) flood insurance, to the extent that it is required by law or the Board of Directors determines it to be necessary; and

(vi) such other insurance as the Board of Directors may determine to be necessary.

(f) Insurance carried by the Association as a Common Expense shall not be required to include any portions of Units not depicted on the original Plats and Plans, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit. Nothing contained herein gives any Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds.

(g) Every Owner shall be obligated to obtain and maintain at all times casualty and liability insurance for the full replacement cost of all insurable improvements in the Owner's Unit, less a reasonable deductible, covering those portions of the Owner's Unit to the extent not insured by policies maintained by the Association. Upon request by the Board of Directors, the Owner shall furnish a copy of such insurance policy or policies to the Association within (30) days from the date of such request. In the event that any such Owner fails to obtain insurance or to provide copies of the policy or policies as required by this Article, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Article 9 hereof.

(h) In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board of Directors among the parties suffering loss in proportion to each affected owner's portion of the total cost of repair. Notwithstanding the foregoing, subject to §44-3-94 of the Act, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to

such Owner's Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Article, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Article 9 of this Declaration; provided, however, where the deductible is for insurance required under the Act, no Owner shall be assigned more than One Thousand Dollars ($1,000.00), or such higher amount as authorized under the Act, as the cost of the deductible for any one occurrence.

(i) Notwithstanding anything to the contrary contained herein, in the event of an insured loss under the Association's insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner that is delinquent in the payment of assessments owed to the Association pursuant to Article 9, then the Association may retain and apply such proceeds to the delinquency. Any amount remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

(j) Nothing contained herein shall give any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

ARTICLE 11:
REPAIR AND RECONSTRUCTION OF CONDOMINIUM

In the event of damage to or destruction of all or any part of the Condominium insured by the Association as a result of fire or other casualty, unless (a) Owners entitled to cast eighty percent (80%) of the Total Eligible Association Vote and (b) Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Units subject to a Mortgage held by an Eligible Mortgagee appertain, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed structure.

11.1. Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

11.2. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against all Owners in proportion to each Owner's respective undivided interest in the Common Elements. This assessment shall not be considered a special assessment. If there is a surplus of funds after repair and reconstruction is completed, or if the Owner's and Eligible Mortgagees vote not to proceed with reconstruction or repair as set forth herein, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

11.3. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of

Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

11.4. Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

11.5. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s) and personnel performing the work or supplying materials or services for the repair and reconstruction of the Condominium as are designated by the Board of Directors.

ARTICLE 12:
ARCHITECTURAL CONTROL

12.1. Architectural Standards. Except for the Declarant, and except as provided herein, no Owner, Occupant, or any other Person may make any encroachment onto the Common Elements or Limited Common Elements, or make any exterior change, alteration or construction (including painting and landscaping), nor erect, place or post any object, sign, antenna, playground equipment, light (except for reasonable seasonal decorative lights), storm door or window, artificial vegetation, exterior sculpture, fountain, flag, object, or item on the exterior of the Condominium, in any windows, on any Limited Common Elements, or any other Common Elements, without first obtaining the written approval of the Board of Directors. The Board of Directors shall have exclusive jurisdiction over all construction on any portion of the Condominium.

The standard for approval by the Board of Directors of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing building and the location in relation to surrounding structures and topography. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board of Directors may reasonably require. The Board of Directors or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board of Directors may publish written architectural standards for exterior and Common Elements alterations or additions, and any request in substantial compliance therewith shall be approved. The architectural standards or design guidelines are not the exclusive basis for decisions of the reviewing bodies and compliance with such standards or guidelines does not guarantee approval of any application.

In the event that the Board of Directors fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board of Directors may reasonably require have been submitted, its approval will not be required and this Article will be deemed complied with; provided, however, even if the requirements of this Article are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Condominium Instruments.

12.2. Alteration and Storage within Units. No Owner or Occupant may make any alteration within a Unit which involves connecting to Common Element pipes, lines, conduits, wires, and other apparatus for access to common utilities without prior written approval of the Board of Directors. No Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Unit without first obtaining the prior written approval of the Board of Directors. Such approval shall not be granted by the Board of Directors unless the Owner has presented to the Board of Directors a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Unit and the Condominium. All building code requirements must be complied with and necessary permits and approvals secured for any modifications. Notwithstanding the above, Declarant shall not be required to obtain any approvals under this paragraph.

12.3. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance of such change, modification, addition, or alteration. In the discretion of the Board of Directors, an Owner may be required to verify such condition of approval by written instrument in recordable form acknowledged by such Owner.

12.4. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and neither the Declarant, the Association, nor the Board of Directors shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, nor members of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

12.5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors may change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors may adopt different architectural standards for different parts of the Condominium. The approval by the Board of Directors of any proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever which are subsequently or additionally submitted for approval or consent.

12.6. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board of Directors, the Owners by or on behalf of whom any such violation is committed shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration or other work. Should an Owner fail to remove and restore as required hereunder, the Board of Directors shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees and other legal fees, may be assessed against the Unit and collected as an assessment pursuant to this Declaration. In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce its decisions and the provisions of this Article. Any exterior change, alteration, or construction (including landscaping) upon the Common Elements made by an Owner in violation of this Declaration shall be at such Owner's sole risk and expense. The Board of Directors may require that the Owner remove the change, alteration

or construction and restore the Common Elements to its original condition, or may require that the change, alteration or construction remain on the Common Elements without reimbursement to the Owner for any expense incurred in making the change, alteration or construction.

12.7. Master Documents. The architectural review requirements set forth herein are in addition to, and not in lieu of, those requirements set forth in the Master Documents. Whenever approval of the Board of Directors is required hereunder, the granting of such approval shall not obviate the need to comply with the approval procedures set forth in the Master Documents as well. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Master Documents. In addition, the Master Board of Directors (as defined in the Master Documents) shall have the authority to review and disapprove any decision of the Board of Directors which the Master Board of Directors determines, in its sole discretion, to be inconsistent with the Master Documents.

ARTICLE 13:
USE RESTRICTIONS

Each Owner of a Unit shall be responsible for ensuring that the Owner's invitees, guests, tenants, and Occupants comply with all provisions of the Condominium Instruments and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's invitees, guests, tenants, or Occupants, as a result of such Person's violation of the Condominium Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's invitees, guests, tenants, or Occupants. Use restrictions regarding the use of Units and the Common Elements are as set forth herein and also as may be adopted by the Board of Directors in accordance with the terms hereof and as specified in the By-Laws.

13.1. Retail Unit. The Retail Unit shall be used only for such commercial office or retail purposes permitted by applicable zoning ordinance and use restrictions, provided such commercial office or retail activity does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other Owners or Occupants of the Condominium, as may be determined in the reasonable discretion of the Declarant during the Development Period and, thereafter, the Board of Directors. The Retail Unit may only initially receive customers and members of the public between the hours of 6:00 a.m. and 3:00 a.m. of the next morning. Notwithstanding the foregoing, the Retail Unit shall not be used for any of the following: cinema/movie theater, bowling alley, skating rink, amusement gallery, pool hall, massage parlor (except that this shall not prohibit the providing of massage in connection with a full service health spa or beauty salon), adult book store or adult video store, business which sells pornographic material, or any lewd purpose, video game room, industrial or manufacturing use, or amusement arcade. The Retail Unit may be owned and operated by the Declarant and may be subdivided or have the boundaries of the Retail Unit relocated by the Declarant pursuant to this Declaration.

Outdoor terraces or other areas that are part of the Retail Unit or assigned as a Limited Common Element to the Retail Unit may be used for outdoor dining and shall not be used as a bar area that does not serve meals. Such outdoor seating areas may have music at reasonable volumes so long as the total noise level of the outdoor seating area at peak hours does not exceed the number of decibels to be determined as follows: upon the completion and occupancy of the Condominium, Declarant shall have an engineer take a baseline measurement of the exterior noise level of the outdoor terrace areas of the Retail Unit (when occupied). Such measurement shall be taken from an outdoor balcony facing _____. The noise level of the outdoor areas of the Retail Unit shall not be more than ten (10) decibels higher than such baseline measurement. Notwithstanding the foregoing,

during the Development Period, Declarant shall have the authority to adjust the maximum decibel level of such outdoor areas of the Retail Unit. Such maximum decibel level shall be published to the Owners and shall become part of the books and records of the Association. This provision cannot be amended without the written consent to any such amendment by the Owner of the Retail Unit.

13.2. Apartments Unit. The Apartments Unit shall be used for residential purposes only consistent with the operation of the Apartments Unit as a commercial apartment building, including, without limitation, for the use and enjoyment of the amenities available within the Apartments Unit. No trade or business of any kind may be conducted in or from an Apartment, including business uses ancillary to the primary use, except that an Occupant of an Apartment may conduct such ancillary business activities within the Apartment so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the Apartment; (b) the activity conforms to all zoning requirements for the Condominium; (c) the activity does not involve regular visitation of the Apartment by persons (including, but not limited to, clients, customers, employees, advisors, suppliers or independent contractors) coming onto the Condominium who are not Occupants of the Condominium or door-to-door solicitation of Occupants of the Condominium; (d) the activity does not increase traffic or include frequent deliveries within the Condominium other than deliveries by couriers, express mail carriers, parcel delivery services and other such delivery services; (e) the activity is consistent with the primarily residential character of the Apartments Unit and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Condominium, as may be determined in the sole discretion of the Board of Directors; (f) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (g) there are no signs, advertisements or plaques of any nature whatsoever visible from the exterior of the Apartment; and (h) the business activity does not result in a materially greater use of Common Element facilities or Association services.

13.3. Apartments Unit. [**DGW – I'M NOT SURE WHAT TO PUT HERE**]

(a) The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

(b) Notwithstanding the above, the leasing of an Apartment shall not be considered a business or trade within the meaning of this Section. Furthermore, this Section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Condominium or portions thereof, or its use of any Units which it owns within the Condominium.

(c) No Apartment may be used as a rooming house, hostel, hotel, or for timesharing, except as may be established by Declarant. The term "timesharing" shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess all or any portion of a Unit rotates among various Persons on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time of thirty (30) consecutive calendar days or less.

(d) The maximum number of Occupants in an Apartment shall be limited to two (2) natural persons per bedroom. "Occupancy", for purposes hereof, shall be defined as staying overnight in an Apartment for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any

calendar year. Upon written application, the Board of Directors shall grant variances to this restriction if necessary to comply with provisions of the Fair Housing Amendments Act of 1988, 42 *U.S.C.* § 3601, *et seq.*, or any amendments thereto.

(e) No object over forty-two inches (42") in height, bicycles, laundry garments, towels, and other objects other than potted plants and patio furniture, shall be placed on a balcony or terrace of an Apartment. Penetration of a balcony or terrace of an Apartment is prohibited. Full enclosure of a balcony of an Apartment is also prohibited.

13.4. Subdivision of Units. An Owner may subdivide the Unit only in accordance with the provisions of §44-3-92 of the Act, and this Declaration. During the Development Period, the Owner of a Unit must obtain the prior written consent of the Declarant in order to subdivide the Unit. After the Development Period is terminated, an Owner must obtain the prior written consent of the Board of Directors in order to subdivide the Unit.

13.5. Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant on any portion of the Condominium, other than by Declarant, at any time, either temporarily or permanently, without the prior written approval of the Board of Directors.

13.6. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on, or removed from any part of the Common Elements without the prior written consent of the Board of Directors, except as specifically provided herein. This prohibition shall not apply to the Declarant.

13.7. Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owners of the Unit to which such Limited Common Elements are assigned and said Owner's members, guests, invitees, and Occupants. The Limited Common Elements are reserved for exclusive use, but are a part of the Common Elements, and the restrictions applicable to the Common Elements shall also apply to the Limited Common Elements.

13.8. Prohibition of Damage, Nuisance and Noise. Unless otherwise permitted herein, nothing shall be done or kept on the Condominium, or any part thereof, which would increase the rate of insurance on the Condominium or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirements of any governmental body, or which would increase the Common Expenses, without the prior written consent of the Board of Directors.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb or cause embarrassment, discomfort, or nuisance to other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with the Owner's property or personal rights.

No Owner shall do any work which, in the reasonable opinion of the Board of Directors or its designee, would jeopardize the soundness or safety of the Condominium or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees. No damage to or waste of the Common Elements, or any part thereof, or of the exterior of any building shall be permitted by any Owner, Occupants, tenants, invitees, or guests of any Owner.

Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, Occupants, tenants, invitees, or guests of any Owner.

13.9. Firearms and Fireworks. The discharge of firearms, firecrackers and other fireworks is prohibited; however, the Board of Directors shall have no obligation to take action to prevent or stop such discharge (the term "firearms" includes, without limitation, "BB" guns, pellet guns, spud guns, and firearms of all types).

13.10. Animals and Pets. No animals shall be kept, bred or maintained for commercial purposes within the Condominium without the prior written approval of the Board of Directors. All animals within the Condominium shall be reasonably controlled by the owner of such animal whenever outside a Unit and shall be kept in such a manner as to not become a nuisance by excessively loud barking or other acts. The owners of an animal shall be responsible for all of the animal's actions. If, in the sole opinion of the Board of Directors, any animal becomes dangerous or a nuisance in the Condominium, the owner of such animal may be fined in an amount reasonably set by the Board of Directors. If a fine is imposed, the fine may first be assessed against the Occupant which is the owner of the animal; provided, however, if the fine is not paid by the Occupant within the time period set by the Board of Directors, the Owner of the Unit in which the animal is situated shall pay the fine upon notice from the Board of Directors. This provision shall not be construed to interfere with any provision under the Americans with Disabilities Act of 1990, as amended, or any similar applicable federal, state or local law, ordinance or regulation. Service animals in active use shall be permitted on the Condominium.

13.11. Abandoned Personal Property. Personal property, other than vehicles as provided for in this Article, shall not be kept or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, other than on Limited Common Elements, without the prior written permission of the Board of Directors.

If the Board of Directors or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Elements or Limited Common Elements in violation of this Section, then the Board of Directors may remove and either discard or store the personal property in a location which the Board of Directors may determine. Prior to taking any such action, the Board of Directors shall place a notice on the personal property and on the front door of the owner of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or the front door of the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the original notice, without further notice to the owner or user of the personal property.

Notwithstanding anything to the contrary, the Board of Directors, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this Section may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board of Directors in a location which the Board of Directors may determine; provided, however, the Board of Directors shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

13.12. Signs. Except as may be required by legal proceedings or local ordinance, no signs, advertising posters, billboards, canopy or awnings, or any variation of the foregoing of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board of Directors or its designee except that one (1) professional security sign not to exceed six inches by six inches (6" x 6") in size may be displayed from within the Unit, and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two feet by two feet (2' x 2') in size may be displayed from within a Unit being offered for sale or for lease. The Board of Directors shall have the right to erect reasonable and appropriate signs on behalf of the Association and to enact reasonable rules and regulations governing the general placement of signs on the Condominium. [**Open**]

Notwithstanding the restrictions contained in this Section, the Declarant may approve and erect signs for the purpose of carrying on business related to the development, improvement and sale of Units in the Condominium, and such signs shall not be subject to approval or regulation by the Association or by the Board of Directors.

13.13. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash and garbage shall be disposed of in closed plastic bags and placed in proper receptacles designated by the Board of Directors for collection or shall be removed from the Condominium.

13.14. Impairment of Units and Easements. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or other interest in real property, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners or Occupants.

13.15. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

13.16. Window Treatment. Unless otherwise approved in writing by the Board of Directors, all windows which are part of the Apartments Unit shall have window treatments, and any portion thereof visible from outside the Apartments Unit shall be white or off-white in color.

13.17. Antennas and Satellite Equipment. No antennas or satellite equipment are permitted on the Condominium without the prior written consent of the Board of Directors. This provision shall not, however, obligate the Board of Directors to approve any application for an antenna or satellite equipment, nor shall it prohibit the Association from constructing or maintaining a central antenna or communications system on the Condominium for the benefit of its members. Notwithstanding the foregoing, the Association shall regulate antennas, satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind only in strict compliance with all federal laws and regulations.

13.18. Sales. Garage sales, yard sales, tag sales, flea markets, or similar activities are prohibited, unless approved in writing by the Board of Directors.

13.19. Elevators. The Board of Directors shall have the right to promulgate rules and regulations regarding use of elevators.

13.20. Grilling. The use of outdoor grills in the Condominium is prohibited except for grills, if any, permanently located in an amenity area of a Unit. This prohibition includes, without limitation, the use of a grill on Limited Common Element porch, deck, courtyard, patio, terrace, balcony, or other Limited Common Element as designated by the Board of Directors.

ARTICLE 14:
LEASING

14.1. Leasing. All leases for space within the Condominium shall provide notice to the tenant thereunder of the existence of the Master Documents and this Declaration and the tenant's obligations thereunder.

ARTICLE 15:
SALE OF UNITS

An Owner intending to make a transfer or sale of a Unit or of any percentage of interest in a Unit shall give written notice to the Board of Directors of such intention within fourteen (14) days after execution of the transfer or sales documents. The Owner shall furnish the following information to the Board of Directors as part of the notice:

(i) the name and address of the intended grantee; and

(ii) such other information as the Board of Directors may reasonably require.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of Directors of the ownership of the Unit. Upon failure of an Owner to give the required notice within the seven–day time period provided herein, the Board of Directors may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining Owner's identity.

This Article shall not be construed to create a right of first refusal in the Association or in any third party.

ARTICLE 16:
MAINTENANCE RESPONSIBILITY

16.1. By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of the Unit and all Limited Common Elements assigned to the Unit, except any portion of the Unit or any Limited Common Element which is expressly made the maintenance obligation of the Association as set forth in Section 16.2 below. This maintenance responsibility shall include, but not be limited to, the following: all glass surfaces (excluding exterior cleaning); windows, window frames, casings, and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting or staining of the exterior surface of exterior doors, and entry doors and door frames facing a hallway of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the

fan coil; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

(a) Some Units may contain interior support beams which are load bearing beams. No Owner or Occupant shall do any act which jeopardizes or impairs the integrity of such beams.

(b) In addition, each Owner or Occupant shall have the responsibility:

(i) to keep in a neat, clean, and sanitary condition any Limited Common Elements serving such Unit including, without limitation, swimming pool, porch, deck, courtyard, patio, terrace, or balcony;

(ii) to perform such cleaning and maintenance in a manner so as to not unreasonably disturb other persons in other Units;

(iii) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

(iv) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner or Occupant but which responsibility such Owner or Occupant fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, Occupants, invitees, tenants, or guests, with the cost thereof to be added to and become part of the next chargeable assessment to the affected Unit.

16.2. By the Association.

(a) The Association shall maintain and keep in good repair as a Common Expense (i) all Common Elements, including any Limited Common Elements (except as otherwise expressly provided for herein); (ii) periodic cleaning and/or painting and/or staining of exterior surfaces of the Condominium building and of exterior doors and door frames, as determined appropriate by the Board of Directors; and (iii) periodic cleaning of exterior window surfaces, as determined appropriate by the Board of Directors.

(b) Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupants which is the responsibility of the Association hereunder (including, but not limited to, landscaping of Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(c) The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, invitee, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest, invitee, or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of

assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declarations, or for inconvenience or discomfort arising from the action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(d) The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board of Directors. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Owner or Occupant. Removal, storage or other protective measures of personal items are also the responsibility of the Owner or Occupant. If the removal, storage, or other protective measures are not taken by the Owner or Occupant and damage occurs due to the repair process, neither the Association nor the Board of Directors will be liable for such damage. Upon completion of such repairs the Association will perform cursory cleaning, but shall not be responsible for a detailed cleaning. The Board of Directors has sole discretion in defining the reasonable level, quality and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

16.3. Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board of Directors determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, and shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board of Directors determines that the need for maintenance, repair or replacement within the Common Elements of the Condominium is caused through the willful or negligent act of an Owner or Occupant, or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair or replacement against the Owner or Occupant, which shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

16.4. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board of Directors to another. These variances shall not constitute a waiver by the Board of Directors of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board of Directors shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board of Directors. All maintenance of a Unit shall be in conformance with the Community-Wide Standard of the Association. No Owner shall perform any

maintenance which may result in a change or alteration to the exterior of the Unit without the prior written approval of the Board of Directors as provided in Article 12 hereof.

16.5. Measures Related to Insurance Coverage. The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner, which will, in the Board of Directors' sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board of Directors in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board of Directors may reasonably require so long as the cost of such work does not exceed Five Hundred Dollars ($500.00) per Unit in any twelve (12) month period. Any requirement imposed upon the Owners that would exceed Five Hundred Dollars ($500.00) per Unit in any twelve (12) month period shall require the approval by members holding a Majority of the Total Eligible Association Vote prior to becoming effective.

In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any reasonable requirement made by the Board of Directors pursuant to this Section, the Association, upon ten (10) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board of Directors pursuant to this Section, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

16.6. Mold, Mildew, and Water Intrusion. Mold and/or mildew may grow in any portion of the Condominium. The Association and each Owner shall make routine mold, mildew and water intrusion inspections of the portions of the Condominium which they are responsible to maintain pursuant to this Article and which are accessible without having to conduct invasive testing. Upon discovery of any mold, mildew or water intrusion, the responsible party shall, in a good and workmanlike manner, immediately repair the source of any water intrusion and remediate or replace any building materials that are affected. Remediation of mold and mildew shall be performed in accordance with industry-accepted methods in place at the time of such remediation. Notwithstanding anything to the contrary contained herein, Declarant shall have no obligation to perform any invasive testing or inspections, maintenance or repairs in accordance with this Section and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein.

ARTICLE 17:
PARTY WALLS

17.1. General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

17.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

17.3. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner or Owners who have benefited by the wall may restore it, and the Association shall reimburse said Owner(s) for the cost incurred, without prejudice, however, to the Association's right to seek reimbursement from or withhold payment to the Owners or others under any rule of law or provision in this Declaration regarding liability for negligent or willful acts or omissions.

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

ARTICLE 18:
EMINENT DOMAIN

In the event of a taking by eminent domain of any portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Total Eligible Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor. The provisions of Article 11, applicable to Common Elements improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE 19:
MORTGAGEE RIGHTS

19.1. Amendments to Documents. The consent of (a) members holding at least sixty-seven percent (67%) of the Total Eligible Association Vote, (b) the Declarant, during the Development Period, and (c) Eligible Mortgagees representing at least fifty-one percent (51%) of the Total Eligible Association Vote attributable to Units subject to a Mortgage held by an Eligible Mortgagee, shall be required to materially amend any provisions of this Declaration, the By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

(a) voting;

(b) assessments (including any increase in the annual assessment by more than twenty-five percent (25%) of the previous year's assessment), assessment liens, or subordination of such liens;

(c) reductions in reserves for maintenance, repair and replacement of the Common Elements;

(d) responsibility for maintenance and repair of the Condominium;

(e) reallocation of interests in Common Elements;

(f) redefinition of Unit boundaries;

(g) convertibility of Units into Common Elements or vice versa;

(h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium in a manner other than as provided herein;

(i) insurance or fidelity bonds;

(j) leasing of Units;

(k) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer or otherwise convey the Unit;

(l) establishment of self-management by the Association where professional management has been required by an Eligible Mortgagee;

(m) repair or restoration of the Condominium (after damage or partial condemnation) in a manner other than as provided herein; or

(n) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on Units.

19.2. Mortgagee Consent. Unless at least sixty-seven percent (67%) of the first Mortgagees and Owners other than Declarant, and the Declarant during the Development Period give their consent, the Association or the membership shall not:

(a) by act or omission seek to abandon or terminate the Condominium;

(b) except as provided herein and in the Act for condemnation, substantial damage and destruction, and annexation of additional property to the Condominium, change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(e) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such portion of the Condominium.

The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Owners where a larger percentage vote is otherwise required by the Act or the Condominium Instruments for any of the actions contained in this Section.

19.3. Liability of First Mortgagees. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be a Common Expense collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

19.4. Mortgagee Notice. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any Eligible Mortgagee will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgagee;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgagee which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgagee, as specified herein.

19.5. Financial Statements. Pursuant to the terms of Section 6.6 of the By-Laws, any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

19.6. Additional Mortgagee Rights. Notwithstanding anything to the contrary herein contained, the provisions of Articles 14 and 15 governing sales and leases shall not apply to impair the right of any first Mortgagee to:

(a) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage;

(b) take a deed or assignment in lieu of foreclosure; or

(c) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

19.7. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

19.8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

19.9. Construction of Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

ARTICLE 20:
DECLARANT RIGHTS

20.1. Right to Appoint and Remove Directors. The Declarant shall have the right to appoint and remove any member or members of the Board of Directors of the Association throughout the

Development Period, subject to such limitations as set forth below. The Development Period shall expire on the first to occur of the following:

(a) the date on which all of the Units have been sold to third parties;

(b) the expiration of three (3) years after the date upon which this Declaration is recorded in the Public Records; or

(c) the date on which the Declarant voluntarily relinquishes such right by executing and recording an amendment to this Declaration, which shall become effective as specified in such amendment.

20.2. Construction and Sale Period. Notwithstanding any provisions in the Condominium instruments and any and related documents, during the Development Period, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, and a nonexclusive easement within the Condominium shall exist in favor of the foregoing, upon such portion of the Condominium as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction and sales activities related to property described on Exhibit A to this Declaration, including, but without limitation, the right of entry into Units when necessary, and except in an emergency situation, only during reasonable hours after reasonable notice to the Owner or Occupant of the Unit; the right of access, ingress or egress for vehicular and pedestrian traffic over, under, on, or in the Condominium; the right to tie into any portion of the Condominium with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain, and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines, and facilities constructed or installed in, on, under, and/or over the Condominium; the right to carry on sales and promotional activities in the Condominium; and the right to construct and operate business offices, signs, construction trailers, model Units, and sales offices. Declarant and any such builder or developer may use Units or offices owned or leased by Declarant or such builder or developer as model Units and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

20.3. Transfer or Assignment. Any or all of the special rights and obligations of the Declarant, set forth in the Condominium Instruments, may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Act. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

ARTICLE 21:
EASEMENTS

21.1. Use and Enjoyment. Each Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Unit over those portions of the Condominium designated for such purposes), and such easement shall be appurtenant to and shall pass with the title to each Unit, subject to the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and

to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

21.2. Utilities. To the extent that the sprinkler system or any utility line, pipe, wire, duct, or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with an easement for the use, maintenance, repair, and replacement of such sprinkler system, utility line, pipe, wire, or conduit, such easement to be in favor of the Unit, Units or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace and repair any pipe, line, conduit, duct, or wire owned by such Owner, even if such pipe, line, conduit, duct, or wire is located in the Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit or the Common Elements resulting from performance of any such work. All Owners hereby covenant and agree that as finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile or trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board of Directors.

21.3. Pest Control. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the exterminating of insects and pests within the Units and Common Elements. Each Owner shall either provide access to the Unit for purpose of such entry or have someone available at such times as are designated by the Board of Directors to allow entry into the Unit for this purpose. The Association shall not be liable for any illness, damage or injury caused by the dispensing of these chemicals for this purpose.

21.4. Declarant Easements. During the Development Period, the Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (a) an easement for the placement and maintenance of signs, a sales office, a business office, promotional facilities, and models on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, or sale of the Unit; and (b) a transferable non-exclusive easement on, over, through, under, and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of maintaining those facilities and carrying on those activities described in Article 19, for the purpose of making such improvements and changes as permitted in Article 3, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith. In addition, Declarant shall have an easement to conduct all activities and for exercising all rights set forth in Article 20 of this Declaration. In exercising its easement rights provided herein, the Declarant shall have the right to temporarily close any portion of the Common Elements (including Limited Common Elements).

21.5. Easement in Favor of the Master Association. The Declarant reserves, creates, establishes, promulgates and declares a non-exclusive, perpetual, appurtenant easement over the Condominium for the Master Association, its duly authorized successors and assigns, including without limitation, successors-in-title, agents, representatives, employees, successors, assigns, licensees for the

purpose of performing or satisfying the duties and obligations of the Master Association as set forth in the Master Documents.

21.6. City Parking Garage Unit Easements.

(a) The Declarant reserves, creates, establishes, promulgates and declares a non-exclusive, perpetual, appurtenant easement through the City Parking Garage Unit for access by the Apartments Unit Owner and its Occupants to the portion of the Condominium constituting the parking area portion of the Apartments Unit.

(b) The Declarant reserves, creates, establishes, promulgates and declares a non-exclusive, perpetual, appurtenant easement through the City Parking Garage Unit for (i) access by the Retail Unit Owner and its Occupants to and from the Retail Unit and (ii) access by the Apartments Unit Owner and its Occupants to and from the Apartments Unit. [**REVIEW PLANS TO DETERMINE NEED FOR EASEMENTS TO LOADING AND TRASH AREAS – SHOULD BE PART OF UNITS**]

ARTICLE 22:
GENERAL PROVISIONS

22.1. Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, on behalf of such Owner and the Occupants, guests, licensees, and invitees, of the Unit acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in and to the Condominium. It shall be the responsibility of each Owner to protect such Owner's persons and property and all responsibility to provide security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all Occupants of its Unit that the Association, its Board of Directors and Declarant are not insurers and that each Person using the Condominium assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

22.2. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

22.3. Amendment. Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-seven percent (67%) of the Total Eligible Association Vote. In addition, no amendment to this Declaration shall alter the easement rights contained in herein without the consent of the Person(s) holding such easement rights.

Notice of any meeting at which a proposed amendment will be considered shall state the facts of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the president and secretary of the Association and recorded in the Public Records.

In addition to the above, material amendments to this Declaration, as set forth in Section 19.1, must be approved by Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages held by Eligible Mortgagees. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgagee shall be deemed implied and consented to if the Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

22.4. Compliance. Every Owner and Occupant of any Unit shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 8.3.

22.5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

22.6. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article and Section to which they refer.

22.7. Notices. Notices provided for in this Declaration or the Articles of Incorporation or By-Laws shall be in writing, and shall be addressed to any Owner or Occupant at the address of the Unit and to the Declarant or the Association at the address of their respective registered agents in the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered three business days after mailing by United States registered or certified mail, postpaid, or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service.

22.8. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

22.9. Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer and director against any and all expenses, including, but not limited to, attorneys' fees and other legal fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of

Directors) to which such officer or director may be a party by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer or director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

22.10. Storage Spaces. Neither the Declarant nor the Association shall be held liable for loss or damage to any property placed or kept in a storage space in the Condominium. Each Owner or Occupant with use of a storage space who places or keeps property in such storage space does so at the Owner or Occupant's own risk.

ARTICLE 23:
PREPARER

This Declaration was prepared by David G. Williams, Esq. of Sheley, Hall & Williams, P.C., 303 Peachtree St., NE, Suite 4440, Atlanta, Georgia 30308.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Declaration under seal, this _____ day of _____, 20___.

DECLARANT:

EW MFR VENTURE I LLC,
a Georgia limited liability company

Signed, sealed, and delivered
in the presence of:

_____
Unofficial Witness

By: _____(SEAL)
Name:_____
Title:_____

_____
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

MORTGAGEE CONSENT

[Lender] ("Lender"), beneficiary under a Deed to Secure Debt and Security Agreement dated _____, 20___, and recorded on _____, _____, in the Public Records at Deed Book _____, Page _____ (as amended from time to time, the "**Security Deed**"), for itself and its successors and assigns, approves the foregoing Declaration of Condominium for Riverworks at Eastern Wharf (the "**Declaration**"), and Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deed will not render void or otherwise impair the validity of the Declaration.

Dated: _____, 20____.

Signed, sealed, and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires:

[NOTARY SEAL]

LENDER:

_____

By: _____(SEAL)
Name:_____
Title:_____

[CORPORATE SEAL – **if applicable**]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

PERMITTED EXCEPTIONS

EXHIBIT C

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND LIABILITY FOR EXPENSES

Unit	Square Footage	Ownership Percentage
Apartments Unit	454,000	59%
City Parking Unit	278,000	36%
Retail Unit	34,000	4%

EXHIBIT D

BY-LAWS OF RIVERWORKS AT EASTERN WHARF CONDOMINIUM ASSOCIATION, INC.

Exhibit “F” – Parking Option Agreement

[attached hereto]