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

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DECLARATION OF CONDOMINIUM FOR  
321 W. BROUGHTON STREET, A CONDOMINIUM  
SAVANNAH, CHATHAM COUNTY, GEORGIA

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DECLARATION OF CONDOMINIUM for 321 W. BROUGHTON STREET, A CONDOMINIUM, Savannah, Chatham County, Georgia, made this 1<sup>st</sup> day of July, 2000 by Historic Properties of America, LLC, a Florida limited liability company (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the fee simple owner of all that certain tract or parcel of land (the "Property") described in Exhibit A attached hereto and made a part hereof and the improvements situated thereon; and

WHEREAS, Declarant desires to submit the Property to the provisions of the Georgia Condominium Act, Official Code of Georgia Annotated Sections 44-3-70 et seq. (hereinafter sometimes referred to as the "Act"); and

WHEREAS, the Property is shown on that certain plat of survey entitled "Plat of Lot 4, Liberty Ward, A Condominium, 1<sup>st</sup> G.M. District, Savannah, Chatham County, Georgia," prepared by Vincent Helmly, G.R.L.S. No. 1882, and dated April 18, 2000 (the "Plat"), which has been filed of record in the Office of Clerk of Superior Court of Chatham County, Georgia, in Condominium Plat Book 1, Folio 141; and

WHEREAS, said improvements located on the Property are shown on those certain architectural drawings entitled "321 W. Broughton Street, A Condominium," prepared by

Gonzalez Architects (the "Plans") filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Condominium Plat Book 1, Folio 141;

NOW, THEREFORE, Declarant does hereby declare and submit the Property with all improvements now or hereafter constructed thereon to the Condominium form of ownership provided in the Act. The Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are instituted to enhance and to protect the value, desirability and attractiveness of the Property.

#### ARTICLE I

##### Definitions

The terms used in this Declaration, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in O.C.G.A. Section 44-3-71. Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

#### ARTICLE II

##### The Condominium

Section 1. General Description. The name of the Condominium created hereby is "321 W. Broughton Street, A Condominium" and is located entirely in Savannah, Chatham County, Georgia. The Condominium is located on 321 W. Broughton Street in Savannah, Georgia.

Section 2. Description of Units. Each unit is depicted on the Plat and Plans and is or will be constructed substantially in accordance with the plans as evidenced by the certification attached hereto as Exhibit B, said certification being that which is required by O.C.G.A. Section 44-3-83(b)(2). Subject to the provisions of O.C.G.A. Section 44-3-75, the boundaries of each unit shall be the unfinished surface of the walls, floors and ceilings thereof which separate the unit from other units and from the common elements and limited common elements, as depicted on the Plans and Plat. Each unit shall constitute real property for all purposes which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as other real property, subject to the provisions of this Declaration and the Act.

Section 3. Utility Requirements. The Building Architect shall prepare a conceptual plan indicating the locations for the sewer and floor drains. The sewer and floor drains shall be installed according to the conceptual plan and the unit owner shall utilize only such sewer and floor drains. The cost for the preparation of the conceptual plan and construction of the water pipes and sewer and floor drains shall be borne by the Declarant.

Section 4. Alterations Within Units. Alterations within units may be made pursuant to the provisions of O.C.G.A. Section 44-3-90.

Section 5. Relocation of Boundaries Between Units. Relocation of boundaries between units shall be permitted in accordance with the provisions of O.C.G.A. Section 44-3-91.

Section 6. Subdivision of Units. Subdivision of units shall be permitted if such subdivision is approved by a majority vote of the Association (as hereinafter defined) and in accordance with the provisions of O.C.G.A. Section 44-3-92.

Section 7. Description of Common Elements. The common elements consist of all portions of the Property other than the Condominium Units and Limited Common Elements (as hereinafter described).

Section 8. Allocation of Undivided Interests in Common Elements. Pursuant to the provisions of O.C.G.A. Section 44-3-78, the undivided interest in the common elements hereby allocated to each unit is set forth in Exhibit C attached hereto. The undivided interest in the common elements hereby allocated shall not be altered except to the extent expressly provided by the Act.

Section 9. Subsequent Assignment of Common Elements as Limited Common Elements. In the event that the Association's Board of Directors should authorize or otherwise provide for assignment of common elements to serve as limited common elements, an amendment to the Declaration for the purpose of assigning such space or spaces to said unit or units shall be prepared, executed and recorded pursuant to the provisions of O.C.G.A. Section 44-3-82. Any assignment of common elements as limited common elements shall be effected only by means of an amendment to this Declaration duly executed and recorded pursuant to the provisions of O.C.G.A. Section 44-3-93.

Section 10. Upkeep of the Condominium. Upkeep of the Condominium shall be governed by the provisions O.C.G.A. Section 44-3-105.

Section 11. Convertible Space. The convertible space within the Condominium shall be as described in the Plans. The Declarant shall have the right to convert any such convertible space into one or more units or common elements. Upon such conversion, Declarant shall immediately prepare, execute, and record an amendment to the Declaration pursuant to the provisions of O.C.G.A. Section 44-3-81 effecting the reallocation of limited common elements, undivided interests in common elements, votes in the association, and liability for common expenses. Declarant shall not allocate more than a total of twelve(12) votes to the units converted from the first floor convertible space.

Section 12. Architectural Control. Notwithstanding the foregoing, until such time as the Declarant transfers title to all of the property herein described, it shall retain exclusive architectural control to protect its ability to maintain and market the remaining

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property in accordance with the other provisions of this Declaration. Upon the sale of the last unit or upon the expiration of five (5) years from the date of this Declaration, whichever is sooner, the Declarant shall relinquish architectural control to the Association.

### ARTICLE III

#### Restrictions of the General Use of the Condominium and Units

The use of the Property, the Condominium Units, the common elements and the limited common elements shall be in accordance with the following provisions so long as the Condominium exists:

Section 1. Leases. All leases or rental agreements for units shall be in writing, and no unit may be leased or rented for a period of less than twelve (12) months. Each residential unit leased shall have no more than one (1) adult occupant per 200 square feet rounded to the highest 200 square foot multiple. The Declarant and its duly authorized agents, representatives and employees shall have the right to maintain a sales office and model units on the Property so long as Declarant owns any unit for the purpose of sale.

Section 2. Obstruction of Common Elements. There shall be no obstruction of the common elements or limited common elements nor shall anything be stored in the common elements or the limited common elements without the prior written consent of the Association.

Section 3. Exterior Decorations. No unit owner shall, without the prior written consent of the Association, place or suffer to be placed or maintained (a) on any exterior door, wall, roof, or window of the unit, or upon any door, wall, roof, or window of the common elements, any sign, awning, canopy, shutter, radio or television antenna or advertising matter or other thing of any kind or (b) any lettering or advertising matter on the glass of any window or door of the unit, or (c) any advertising matter within the unit which shall be visible from the exterior thereof. Further, no foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or other purposes, without the prior written consent of the Association. No window mounted air conditioning or heating units shall be permitted.

Section 4. Nuisances. No noxious or offensive activity shall be maintained or carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may impair the soundness or safety of the Condominium, or which would interfere with the peaceful possession and proper use of other units. No unit owner shall make or permit any disturbing noises in the unit or common elements, or any portion thereof, by himself, his employees, guests, tenants or lessees, nor do or permit anything to be done by any such persons, that will interfere with the rights, comforts or convenience of other unit owners. The unit owners shall exercise due diligence to avoid disrupting other owners during any construction period and will repair any damage resulting

therefrom. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 5. Garbage Containers. No private garbage containers shall be placed in the common elements or limited common elements without the prior written consent of the Association.

Section 6. Approval Required for Changes. No construction of any nature whatsoever shall be commenced or maintained upon the common elements of the Condominium, nor shall there be by any change, modification or alteration in any manner whatsoever of any surface or facade located in the common elements, including the color, unless and until approved by the Association.

Section 7. Common Elements Use. No elevators, entrances, doorways, or passage ways shall be obstructed, encumbered or used other than for ingress and egress to and from units. These restrictions are for the mutual benefit, safety and protection of all unit owners, residents and visitors.

Section 8. Legal Requirements. No unlawful use shall be made of the Condominium or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof shall be strictly enforced. Compliance with said legal requirements shall be accomplished by and at the sole expense of the unit owner or the Association, as the case may be, whichever shall have the obligation hereunder to maintain and repair the portion of the Property affected by any such legal requirement. Each unit owner shall give proper notice to the Association of any written notice received by such unit owner of the violation of any legal requirement affecting the Condominium.

Section 9. Conduits. No unit owner or occupant shall discharge or permit to be discharged anything into waste lines, vents or flues of the Condominium which might reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive.

Section 10. Conduct Affecting Insurance. No unit owner or occupant shall commit or permit any violation of any insurance policy obtained and maintained by the Association pursuant to the provisions of Article VI hereof, or do or permit anything to be done, or permit anything to be kept, or permit any condition to exist, which might reasonably (a) result in termination of such policy, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide insurance as required by Article VI hereof, or (d) result in an increase in the insurance rate or premium unless, in the case of such increase, the owner responsible therefor shall pay the same. If the rate of premium payable with respect to policies of insurance obtained and maintained by the Association or with respect to any insurance policy carried independently by any unit owner shall be increased or shall otherwise reflect the imposition of a higher

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rate by reason of anything that is done or kept in a particular unit, or as a result of the failure of any owner or occupant to comply with the requirements of insurance policies obtained and maintained by the Association, or as a result of the failure of any such unit owner or occupant to comply with any of the terms and provisions of the Condominium instruments, the owner of that particular unit shall reimburse the Association and such other unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other unit owners as the case may be. The amount of such reimbursement due the Association may, without prejudice to any other remedy to the Association, be enforced by assessing same to that particular unit as a common expense specially assessed under Article IV hereof.

Section 11. Pets. No more than one (1) household pet shall be allowed per unit, and any such pet shall not exceed fifteen (15) pounds in weight. All household pets must be leashed or under the direct control of a unit owner within the common elements and limited common elements of the Condominium.

Section 12. Common Elements. Subject to the provisions of this Declaration, all occupants of units and their guests shall have a nonexclusive right to use the common elements, for the purposes of which they are intended, subject, however, to the following provisions: (a) no such use shall enter or encroach upon the lawful rights of other persons; and (b) the right of the Association to restrict the use and govern the operation of the common elements by promulgating reasonable rules and regulations with respect thereto.

Section 13. Right of Entry. In case of any emergency originating in or threatening any unit or the Condominium or any part thereof, regardless of whether the owner or his tenant, if any, is present at the time of such emergency, the Association's Board of Directors and all managerial personnel (such personnel to be adequately bonded or insured) shall have the right to enter such unit for the purposes of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry of the event of any such emergency, the owner of each unit, if required by the Association, shall deposit with the Association a key to such unit.

Section 14. Construction. Unit owners shall not allow construction before 7:00 a.m. or after 6:00 p.m., unless (a) adjoining unit owners who are affected by the construction activities (i.e. noise, vibration and/or odor) consent to the construction during the prohibited time periods, or (b) in the event of an emergency.

Section 15. Prohibited Uses. The following uses shall not be permitted: flea market; swap shop; "second hand store," "surplus store" or "outlet store" selling primarily merchandise that is used, damaged or discontinued; bowling alley; arcade or game room; billiard room; massage parlor; adult bookstore selling, exhibiting or distributing pornographic or obscene materials; bar, tavern or restaurant; ballroom, dance hall, night club, discotheque or other place of adult recreation or amusement; tattoo parlor; establishment displaying exotic dancing or any type of partial or complete nudity; funeral or mortuary; facility for the sale of paraphernalia for use with illicit drugs; gambling facility

or operation, including but not limited to off-track or sports betting parlor, table games such as black-jack poker, slot machines, video poker/black-jack/keno machines or similar devices; bingo hall; carnival, amusement park or circus; auto repair shop, car wash or detailing facility; movie theater or live performance theater; any use which emits a noxious odor, noise or sound which can be heard or smelled outside of any unit; an operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; fire sale, bankruptcy sale or auction house operation; coin laundry, central laundry, dry cleaning plant, or laundromat; pet shop, veterinary hospital or animal raising facilities; and sanitarium, asylum, or institution.

Section 16. Compliance. In order to enforce compliance with all lawful provisions of this Declaration, and in addition to other rights and remedies available to the Association, the Association shall be empowered to impose and assess fines against unit owners. Any assessment made in accordance with the provisions of this instrument shall constitute a lien in favor of the Association against the unit and may be enforced as provided in O.C.G.A. § 44-3-109 of the Georgia Condominium Act or as provided by any other law.

Section 17. Other Restrictions, Rules and Regulations. The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional Condominium rules and regulations governing the use of the Property, as is deemed necessary to insure the protection and the beneficial enjoyment thereof by all owners.

#### ARTICLE IV

##### Common Expenses

Section 1. General. Each unit owner shall pay to the Association assessments for common expenses, including those described in O.C.G.A. Section 44-3-80, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments shall constitute a lien on the unit or units against which each such assessment is made pursuant to O.C.G.A. Section 44-3-109, which lien shall include late charges, interest and costs of collection in accordance with and to the maximum extent permitted by O.C.G.A. Section 44-3-109(b).

Section 2. Determination of Assessment. For the purposes of determining the assessments to be made as hereinafter provided, the Association shall determine for each year, as soon as practicable, the estimated aggregate amount of the common expenses for such year. For purposes of such determination, each year shall be the calendar year, except that the first year shall begin on the date on which the first unit is conveyed by the Declarant to one or more other persons and end of the 31st day of December of said year. Except for its responsibilities as a unit owner, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the common

elements after the date on which the first unit is conveyed by the Declarant to one or more other persons. The Association may, from time to time during each year, make reasonable adjustments in said estimated amounts on the basis of actual costs incurred.

Section 3. Allocation of Assessments. Assessments for common expenses for each year, as determined by the Association, shall be allocated among the unit owners based upon the square footage of each unit as provided in Exhibit C attached hereto and made a part thereof; provided, however, special assessments shall be allocated as provided herein.

Section 4. Common Expenses. In addition to any common expenses set forth in the Act, or elsewhere in this Declaration, common expenses shall include, but not be limited to, the following:

- (a) Fees and expenses of managing the Condominium and the common elements and administering the Association;
- (b) Expenses of landscaping and maintenance of common elements, elevators and lighting;
- (c) Expenses of utility services for the Condominium, including water, gas, electricity and sewer;
- (d) Fees and expenses for garbage collection and disposal;
- (e) The cost of all insurance premiums on all policies of insurance required or permitted to be carried by the Association for its and/or the Condominium's benefit, including without limitation, insurance for the common elements obtained by the Association pursuant to the Act or this Declaration;
- (f) The cost of exterior maintenance to paint, repair, replace and care for roofs, gutters, down spouts, exterior stairs and exterior building surfaces of all units, including pesticide treatment thereof;
- (g) Adequate reserves for the periodic maintenance, repair and replacement of improvements to the common elements which the Association is obligated to maintain;
- (h) All fees and expenses deemed reasonably necessary by the Association for the maintenance and upkeep of the Condominium and the common elements;
- (i) Any real estate and personal property ad valorem taxes payable by the Association; and



- (j) Special assessments as herein provided, notice of which shall be furnished to each unit owner in the same manner as is provided for the budget.

Section 5. Assessment. The condominium units shall consist of residential condominium units and commercial condominium units. To the extent practicable, the Association shall assess all common expenses which are incurred for the sole benefit of the commercial condominium units to those units and all common expenses which are incurred for the sole benefit of the residential condominium units to those units. The Association shall advise each unit owner in writing of the estimated annual amount of common expenses payable by the unit owner as determined by the Association and shall furnish each unit owner with a copy of the budget on which such estimate is based and, upon request, shall furnish a copy of such budget to the mortgagee of any such unit. If said estimated amount proves inadequate for any such year for any reason, including non-payment of any unit owner's assessment, the Association may, at any time or from time to time, levy special assessments to cover such inadequacy.

The assessments provided for in this Article shall be based on the calendar year as herein set forth and a pro rata portion thereof paid by the unit owners on a monthly basis unless and until the Association elects to establish thereof a different payment period. Any assessment or installment thereof not paid by the tenth (10th) day of the month shall be delinquent and subject to a late charge as may be reasonably determined by the Association. At the time of initial conveyance of a unit by Declarant, the purchaser thereof shall pay the Association the pro rata portion of that month's assessment and any special assessments affecting the purchaser's unit.

Section 6. Additional Liability for Common Expenses. In addition to the allocations of liability for the normal common expenses as provided in this Article and in O.C.G.A. Section 44-3-80, each unit owner so affected shall be responsible for the following:

- (a) Any expenditures by the Association benefitting fewer than all of the units shall be specially assessed equitably among all of the units so benefitted;
- (b) Any expenditures by the Association occasioned by the conduct of fewer than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units shall be specially assessed against the unit or units, the conduct of any occupant, licensee or invitees of which occasioned any such expenses;
- (c) Any expenditures by the Association which benefit all of the units but which significantly benefit some units more than others shall be assessed equitably among all of the units on the basis of value of such benefit; and

unit repair



- (d) All fees and expenses for janitorial services benefitting the commercial units shall be assessed equitably among the commercial units only.

Section 7. Special Assessments for Capital Improvements. In addition to the assessments provided for above, the Association may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any new improvement or new amenity within the common elements, including the cost of any fixtures or personal property relating thereto; provided that the construction of such new improvement or new amenity shall have been approved by members of the Association holding at least two-thirds of the votes of the Association at a meeting duly called for this purpose, written notice of which shall have been given in the manner specified in the Bylaws of the Association.

Section 8. Duty of Association to Enforce Collection. The Association shall take prompt action to collect any assessment due from any unit owner. The Association shall have the right and duty to attempt to recover such unpaid assessments, together with all interest and charges thereon as provided in the Act and in this Declaration.

Section 9. Non-payment of Assessment. Any assessment made in compliance with the provisions of this Article shall constitute a lien in favor of the Association against the units and may be enforced as provided in O.C.G.A. Section 44-3-109 of the Act or as provided by any other law.

Section 10. Late Charges, Interest and Costs. With respect to the lien for assessments provided in O.C.G.A. Section 44-3-109 in favor of the Association against any unit owner or unit, said lien shall, at the option of the Association, also include:

- (a) A late or delinquency charge not in excess of the greater of \$10.00 or 10% of the amount of each assessment or installment thereof not paid when due;
- (b) Interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at the rate of 8% per annum; and
- (c) The costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit and reasonable attorney's fees actually incurred.

Section 11. Fee for Lien Certificate. Payment of a fee to the Association in the amount of \$10.00 shall be required as a prerequisite to the issuance by the Association of the notice provided in O.C.G.A. Section 44-3-109(d).

Section 12. Common Profits. The common profits, if any, shall be applied to the payment of common expenses and the rights in any surplus remaining shall appertain to the units in proportion to the liability for common expenses appertaining to each unit. At the discretion of the Association, any such surplus or any portion thereof may be distributed to or credited to the next assessments chargeable to the unit owners, or the same may be added to any reserve maintained pursuant to the Condominium instruments or the Bylaws of the Association.

## ARTICLE V

### The Condominium Association

Section 1. The Association. The Condominium association, "321 W. Broughton Street Condominium Association, Inc.," has been incorporated as a not for profit Georgia corporation under Chapter 3 of Title 14 of the Georgia Corporation Code. The organization of the Association has been duly effectuated including appointment of the first board of directors and election of its initial officers. The Declarant is hereby authorized to appoint and remove any member or members of the Association's board of directors and any officer or officers of the Association until the last unit of the Condominium has been sold as authorized under O.C.G.A. Section 44-3-101(a)(1).

Section 2. Membership. Each unit owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such unit owner.

Section 3. Voting Rights. Each unit shall be entitled to one vote, except for the first floor unit ( which constitutes convertible space as shown on the Plans), which shall be entitled to four votes until such time as the first floor unit is converted into separate units, at which time each separate unit created from the first floor convertible space shall be entitled to one vote.

## ARTICLE VI

### Insurance

Section 1. Insurance. The Association shall obtain and maintain at all times insurance for the insurable improvements on the Property (except for permitted unit owner improvements or unit owner's personal property) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief in an amount sufficient to cover the full replacement cost, minus ordinary deductible amounts, of any repair or reconstruction in the event of damage or destruction from any such hazard. The Association shall also obtain and maintain at all times a public liability policy covering all common elements and all damage or injury caused by the negligence of the Association, its officers, directors, agents, employees, all unit owners and other persons entitled to

occupy any unit or other portion of the Property, which public liability policy shall be in amounts authorized from time to time by the Association not less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage. Premiums for all such insurance shall be a common expense. Such insurance shall be governed by the provisions hereinafter set forth.

- (a) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of "A" or better by Best's Insurance Reports.
- (b) Provision shall be made for the issuance of a certificate of insurance to each unit owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular owner's unit.
- (c) The original policy and endorsements thereto shall be deposited with and maintained by the Association at its principal office.
- (d) Exclusive authority to adjust losses under policies hereafter in force with respect to the Condominium shall be vested in the Association; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (e) Each unit owner may obtain additional unit insurance at his own expense, which additional insurance shall be for the benefit of the unit owner with the Association named as an additional insured. Provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the unit owners and their mortgagees, may realize under any insurance policy which the Association may have in force with respect to the Condominium at any particular time.
- (f) Any unit owner who obtains an individual insurance policy covering any portion of the Condominium shall file a copy of each such individual policy with the Association within thirty (30) days after the purchase of such insurance.
- (g) It shall be the individual responsibility of each unit owner at his own expense to provide, as he sees fit, title insurance, public liability insurance on his individual unit and theft, hazard and other insurance covering improvements made by the unit owner and the unit owner's personal property.

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- (h) The Association is authorized to obtain such additional insurance and for each such additional purposes, including workers' compensation, if required by law or deemed advisable, to carry out its duties and/or protect the Condominium, the Association and its directors, officers, agents and employees, the unit owners and their mortgagees.
- (i) All policies shall provide at least thirty (30) days written notice to the Association prior to cancellation or substantial modification of the policies. Additionally, the policies shall provide that each holder of a first priority deed to secure debt shall be entitled to receive such notice, provided said holder has requested in writing such notice.

Section 2. Handling of Casualty Insurance Proceeds. All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid and delivered to it and hold same in trust for the benefit of the unit owners and their mortgagees, as their interests may appear, in accordance with the respective undivided interests of the unit owners in and to the common elements. Such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed by the Association in payment of repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying all costs of repairs or reconstruction shall be disbursed to the beneficial unit owners, remittances to unit owners and their mortgagees being payable jointly to them. Notwithstanding the foregoing, in the event of a determination that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as hereinafter provided.

Section 3. Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to the Condominium covered by insurance written in the name of the Association, the Association shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Condominium. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Condominium to substantially the same condition in which it existed prior to the fire or other casualty with each unit and the common elements having the same vertical and horizontal boundaries as before.

(b) Immediately after substantial damage or destruction by fire or other casualty to any part of the Condominium, the Association shall provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice.

(c) Any damage or destruction shall be repaired or reconstructed unless (1) the Condominium is terminated pursuant to the provision of O.C.G.A. Section 44-3-98, (2) the damaged or destroyed portion of the Condominium is withdrawn from the Condominium

pursuant to the provisions of O.C.G.A. Section 44-3-89, or (3) the unit owners of the damaged or destroyed units, if any, together with the unit owners of the other units to which two-thirds of the votes of the Association appertain, exclusive of the votes appertaining to any damaged or destroyed units, agree not to repair or reconstruct such damage or destruction, pursuant to the provisions of O.C.G.A. Section 44-3-94. Any such determination shall be conclusively made within a reasonable period of time. Should a determination be made to terminate the Condominium, withdraw from the Condominium the damaged portion of the Condominium or not to repair or reconstruct the damage or destruction as provided above, then the Insurance proceeds shall be disbursed by the Association to the unit owners and their mortgagees, as their interests may appear, remittances to unit owners and their mortgagees being payable jointly to them.

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Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association may levy a special assessment against the unit owners of the damaged or destroyed units, and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments, if any, against unit owners for damage to units shall be levied in proportion to the cost of repair and reconstruction of their respective units. Such assessments, if any, against unit owners for damage to the common elements shall be levied in proportion to the unit owners' shares of liability for common expenses not specially assessed. The proceeds from insurance and assessments, if any, received by the Association hereunder when the damage or destruction is to be repaired or reconstructed shall be disbursed as provided for in Section 2 of this Article VI.

## ARTICLE VII

### Eminent Domain

Section 1. General. Whenever all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, such shall be governed by the provisions of O.C.G.A. Section 44-3-97.

Section 2. Awards for Fixtures. Each unit owner shall have the exclusive right to claim all of the award made for fixtures installed by such unit owner.

Section 3. Notice to Mortgagees. The Association immediately upon having knowledge of the institution or threat of institution of any proceedings or other action with respect to the taking of units, the common elements, or any portion of any unit or common element in condemnation, eminent domain, or other proceedings or actions involving any unit of government or any other person having the power of eminent domain, shall so notify all unit owners and all mortgagees having an interest therein whose name and address



have theretofore been furnished to the Association together with a written request for such notice. Any such mortgagee may, if permitted by law, participate in any such proceedings or actions or, in any event, may participate in negotiations in connection therewith, but shall have no obligation to do so.

## ARTICLE VIII

### Miscellaneous

Section 1. Incorporation of the Act. Except as modified or expanded by the provisions of this Declaration, the Act and all of the terms, conditions and provisions thereof as existing on the date hereof are hereby by reference incorporated herein.

Section 2. Multiple Owners. If any unit shall be owned as tenants in common by two or more persons, such persons shall be jointly and severally liable for the common expenses assessed against such unit and for the prompt discharge of each and every obligation or duty imposed on such owners by the Condominium instruments or the Articles of Incorporation, Bylaws or rules and regulations of the Association.

Section 3. Notice of Lien or Suit. A unit owner shall give prompt notice to the Association (A) of every mortgage or lien against his unit; (B) of every suit or other proceeding which may affect the title to his unit; (C) of any notice, demand or other communications from a mortgagee holding a mortgage on such unit demanding payment of the debt secured by such mortgage, accelerating or proposing to accelerate the maturity of such debt, or in any manner informing such owner of an actual, pending or alleged default by the unit owner under such mortgage.

Section 4. Notices. Any notice or consent required by the Act or by any of the Condominium instruments or by the Articles of Incorporation, Bylaws or rules and regulations of the Association shall be a written notice delivered to the recipient or mailed to the recipient by United States mail, postage prepaid, at the recipient's last known address, if the recipient is an individual, or addressed to the President of the Association, if the recipient is the Association. All notices delivered by mail shall be deemed to have been given as of the date and hour of the postmark thereon. The address of unit owners shown on the records maintained by the Secretary of the Association shall be the address of such owner for mailing of all notices required from the Board of Directors or the Association, and it shall be the responsibility of each owner to furnish the Secretary written notice of any error in such records or change of address.

Section 5. Notice of Action to Lenders. In addition to any notices required or permitted by the Act or this Declaration, upon written request to the Association by a lender holding a mortgage or deed to secure debt on a unit, such lender will be entitled to timely written notice of:

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- (a) any delinquency in the payment of assessments or charges owed by an owner of a unit, which remains uncured for a period of sixty (60) days; or
- (b) any proposed action which would require the consent of a specified percentage of holders of deeds to secure debt on a unit.

Section 6. Easements within the Condominium. In addition to the easements provided for in the Act, the units and common elements shall be subject to the following easements:

(a) Each unit and all common elements are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage or other lines or other common elements, whether or not the cause of any or all of those activities originates in the unit in which the work must be performed.

(b) Each unit owner shall have an easement in common with the other unit owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other units and located in such unit.

(c) The Association may hereafter grant easements or licenses for utility purposes for the benefit of the Condominium, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits, and wires over, under, along and on any portion of the units and/or common elements; and each unit owner hereby grants to the Association or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each unit owner such instruments as may be necessary to effectuate the foregoing.

Section 7. Amendments. This Declaration and other Condominium Instruments may be amended in accordance with the provisions of O.C.G.A. Section 44-3-93. Each unit owner agrees that, if requested to do so by the Association's board of directors, such unit owner will consent to amendments to this Declaration for the purpose of complying with the requirements of any governmental or quasi governmental entity authorized to fund or guarantee mortgages on individual Condominium units, as such requirements may exist from time to time.

Section 8. Termination of the Condominium. The Condominium may be terminated pursuant to the provisions of O.C.G.A. Section 44-3-98.



Section 9. Priority of First Deeds to Secure Debt. No provision of the Condominium Instruments shall be construed to grant to any unit owner, or to any other party, any priority over any rights of holders of first deeds to secure debts on the units pursuant to their terms in the case of a distribution to unit owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or the common elements or any portions thereof.

Section 10. Duration. So long as the laws of the State of Georgia limit the period during which covenants, rights of first refusal and other conditions affecting the ownership and conveyance of real property, it shall be the duty of the Association to cause such covenants, rights of first refusal and other conditions contained herein, as amended from time to time, to be extended when necessary by recording a document bearing the signatures of unit owners of units to which a majority of votes in the Association appertain reaffirming and newly adopting such covenants, rights of first refusal and other conditions then existing in order that the same may continue to be covenants running with the land. Adoption by such majority shall be binding on all persons whomsoever, and each unit owner, by acceptance of a deed therefor or other evidence of title thereto, is deemed to agree that such covenants may be extended as provided herein.

Section 11. Enforcement. In order to enforce compliance with all lawful provisions of the Condominium Instruments and the Association's Articles of Incorporation, Bylaws, and rules and regulations by the unit owners and those persons entitled to occupy units and in addition to other rights of and remedies available to the Association, the Association shall be empowered to impose and assess fines and suspend temporarily the right of use of certain of the common elements in such manner and to such extent as the Association may from time to time determine; provided, however, that no such suspensions shall deny any unit owner or occupant access to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist. The Association shall not impose fines or suspend any rights of a unit owner or occupant unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Association shall serve the alleged violator with written notice of a hearing to be held by the board of directors in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

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

#### ARTICLE IX

##### Preparer

This Declaration was prepared by Ronald H. Cohen and Edward O. Henneman, Jr. of Hunter, Maclean, Exley & Dunn, P.C., Attorneys at Law, 200 East Saint Julian Street, Savannah, Georgia 31401.

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(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed hereto on the day and year first above written.

HISTORIC PROPERTIES OF AMERICA, LLC

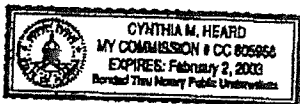
By: Paul J. Case

Title: Authorized Member

Signed, sealed and delivered  
this 23<sup>rd</sup> day of FEBRUARY,  
2000, in the presence of:  
He is personally known  
to me.

Marcel A. Parks  
Witness

Cynthia M. Heard  
Notary Public



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EXHIBIT A

(To the Declaration of Condominium for  
321 W. Broughton Street, A Condominium)

Property Description

All that certain lot, tract or parcel of land situate lying and being in the City of Savannah, Chatham County, Georgia, known on the map or plan of said City as Lot Number Four (4), Liberty Ward; said lot being on the southeast corner of Broughton and Montgomery Streets, and as a whole being bounded on the North by Broughton Street; on the East by Lot Number Three (3), Liberty Ward; on the South by Broughton Street Lane and on the West by Montgomery Street. Improvements thereon being known as 321-323 West Broughton Street, Savannah, Georgia.

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EXHIBIT C

<u>UNIT</u>	<u>Square footage of units</u>	<u>Allocation of Interest in Common Elements and Liability for Common Expenses*</u>	<u>No. of Votes in Association</u>
1	800	5.63	1
2	800	5.63	1
3	800	5.63	1
4	760	5.35	1
5	760	5.35	1
6	760	5.35	1
7	800	5.63	1
8	800	5.63	1
9	800	5.63	1
10	760	5.35	1
11	760	5.35	1
12	760	5.35	1
1st Floor	4,840	34.12	4

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PAGE  
700

EXHIBIT "B"  
ARCHITECT'S CERTIFICATION

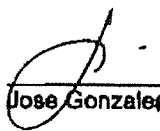
RE: Plans for 321 Broughton Street, a Condominium prepared by Gonzalez  
Architects dated December 8, 1999, Revised January 11, 2000.

1. I hereby certify that I am a duly licensed and registered Architect pursuant to the Laws of the State of Florida.

2. In accordance with the Official Code of Georgia Annotated Section 44-3-83(b), I certify that I have visited the site of 321 Broughton Street, a Condominium, and viewed the property described in the plans, and that, to the best of my knowledge, information and belief:

- (A) The exterior walls and roof of each structure are in place as shown on the plans; and
- (B) Such walls, partitions, floors and ceilings, to the extent shown on said plans, as constitute the horizontal boundaries and the vertical boundaries of each unit, have been sufficiently constructed so as to establish clearly the physical boundaries of each unit.

WITNESS my hand and seal this 1<sup>st</sup> day of July, 2000.

  
\_\_\_\_\_  
Jose Gonzalez

(206484-1)

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PAGE



**Cond Book 1**  
**Page 141**

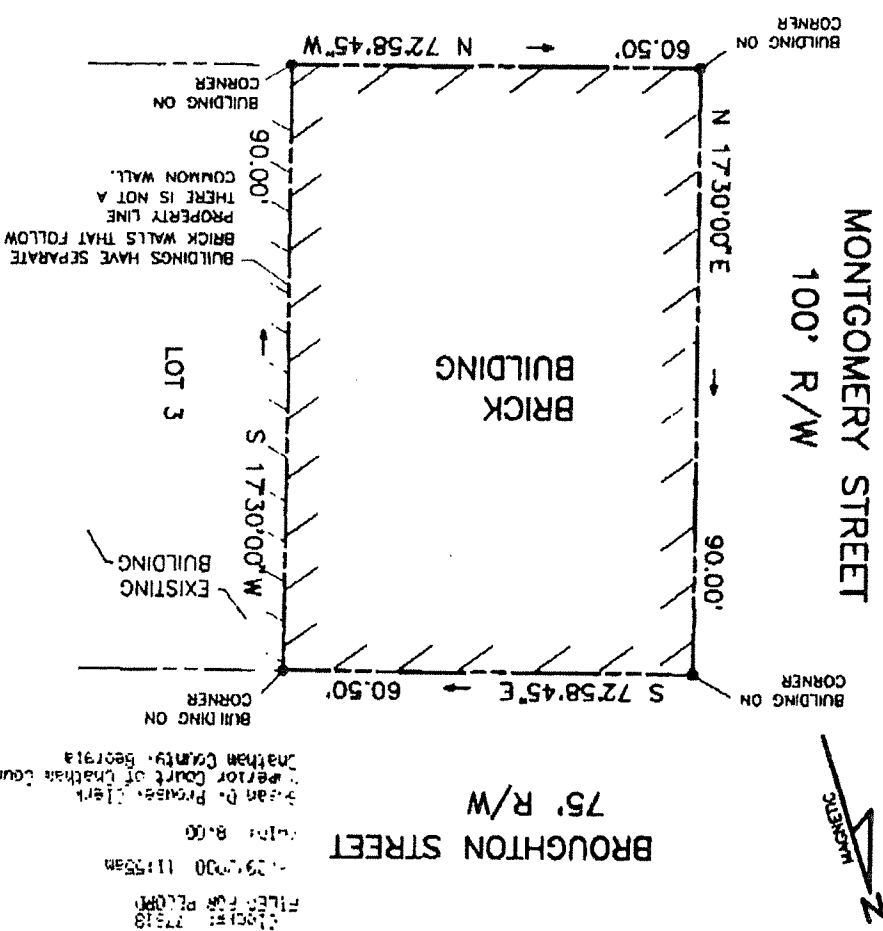


**VINCENT HELMY**  
 118 BURTON ROAD  
 SAVANNAH, GEORGIA 31405  
 SCALE: 1" = 20'  
 20'  
 REFERENCE:  
 ATLAS MAP NO. 4

DISC. 80  
 JOB NO. 00-60  
 DATE: APRIL 18, 2000  
 SIGNED: VINCENT HELMY  
 EQUIPMENT:  
 PLANT 12  
 AND LENS 3" DIA. ANG. 17  
 FIELD 17.5000  
 ERROR OF CLOSURE  
 THE 100' - YEAR FLOOD ZONE  
 DATE MAP DATED SEPT. 4, 1987 THE  
 SURVEYED PROPERTY IS NOT WITHIN  
 ACCORDING TO THE FLOOD INSURANCE

SURVEYED FOR: 321 WEST BROUGHTON CONDOMINIUM ASSOCIATION  
 ALSO KNOWN AS: NO. 321 WEST BROUGHTON STREET  
 1st G.M. DISTRICT, SAVANNAH, CHATHAM COUNTY, GEORGIA  
 PLAT OF LOT 4, LIBERTY WARD, A CONDOMINIUM,

NOTE:  
 IN MY OPINION THIS PLAT IS A  
 CORRECT REPRESENTATION OF THE  
 LAND PLATTED AND HAS BEEN  
 PREPARED IN CONFORMITY WITH THE  
 MINIMUM STANDARDS AND REQUIREMENTS  
 OF THE LAW. THIS PLAT COMPLETES  
 WITH THE GEORGIA CONDOMINIUM  
 ACT, O.C.G.A. & 44-3-83 (B).

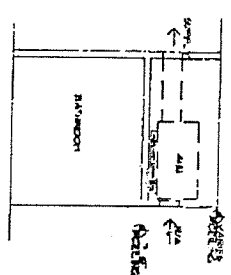


Filed for Plotted  
 11:55am  
 8-00  
 Jean D. Prosser, Clerk  
 Superior Court of Chatham County  
 Chatham County, Georgia



# PLAT BOOK-1c PAGE 141b

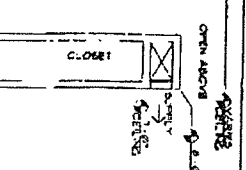
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3	1200
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6	1500
7	1600
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11	2000
12	2100
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19	2800
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90	9900
91	10000



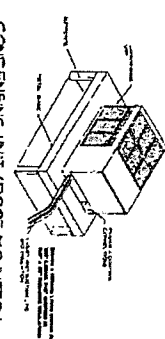
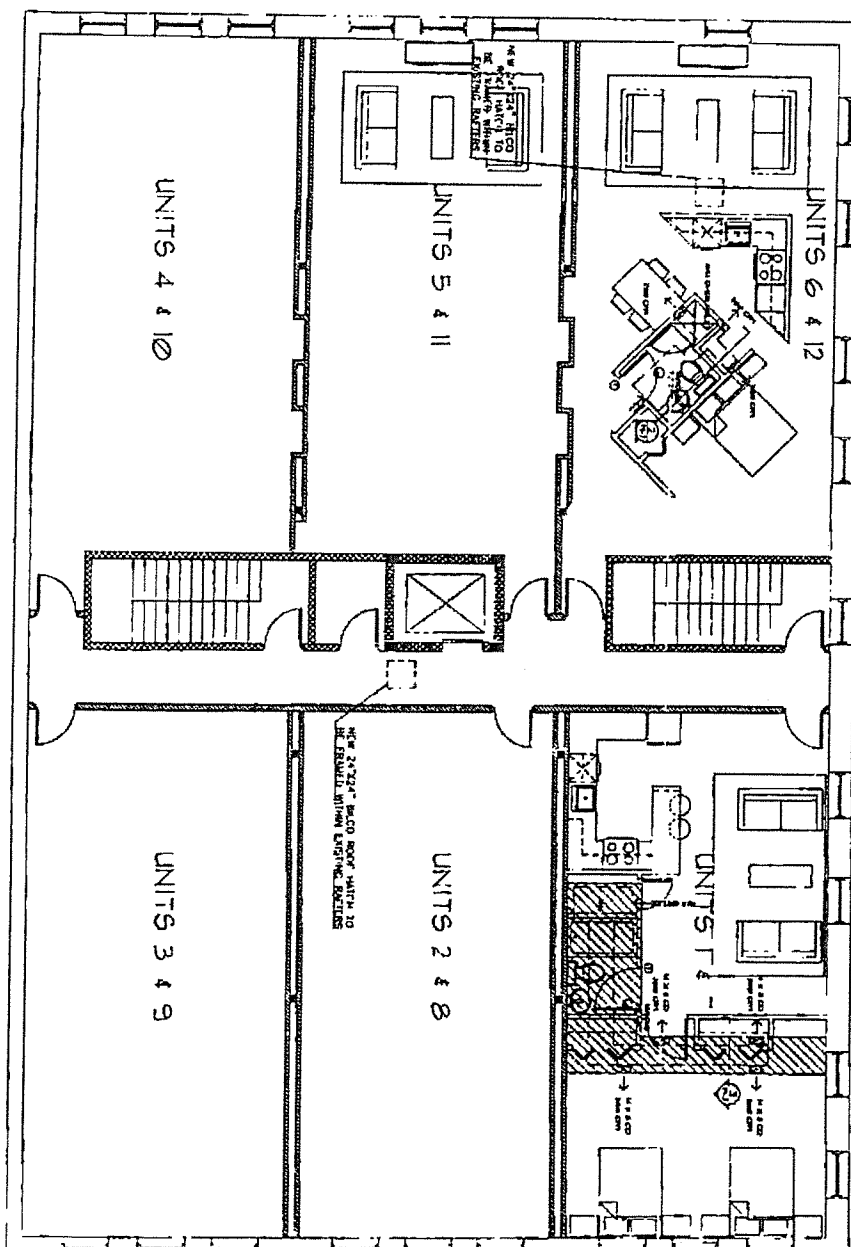
2  
1/4" = 1'-0"  
DETAIL

MECHANICAL NOTES  
 1. CONTRACTOR TO INSTALL ACCESS PANEL AT FACE OF AREA ABOVE CLOSET/ACCESSION CEILING FOR R/L ACCESS TO MECHANICAL SYSTEM COMPONENTS.  
 2. CONDENSATE FOR MECHANICAL SYSTEM TO BE PIPED TO CHASE WITHIN UNIT AND TO CL. 1000 VIA VERTICAL CONDENSATE DRAIN.

3  
1/4" = 1'-0"  
DETAIL



1  
1/4" = 1'-0"  
RESIDENTIAL MECHANICAL PLAN



CONDENSATE UNIT/ROPE MOUNTED

Project: SAVANNAH  
 321 BROUGHTON STREET  
 SAVANNAH, GEORGIA  
 Architect: Gonzalez Architects  
 3100 Norfolk Drive  
 Norfolk, VA 23504  
 (404) 291-5155  
 FAX: (404) 291-5156  
 (404) 291-5157  
 Scale: 1/4" = 1'-0"  
 Date: 11/10/2003  
 Drawn By: [Signature]  
 Checked By: [Signature]  
 Date: 11/10/2003  
 Project Number: 200005  
 Title: 11/10/2003  
 Revision: 01/10/2003  
 Sheet Title: MECHANICAL-RESIDENTIAL FLOOR



Gonzalez  
Architects

3130  
Vantage  
Drive  
Fort Worth,  
Texas  
76104

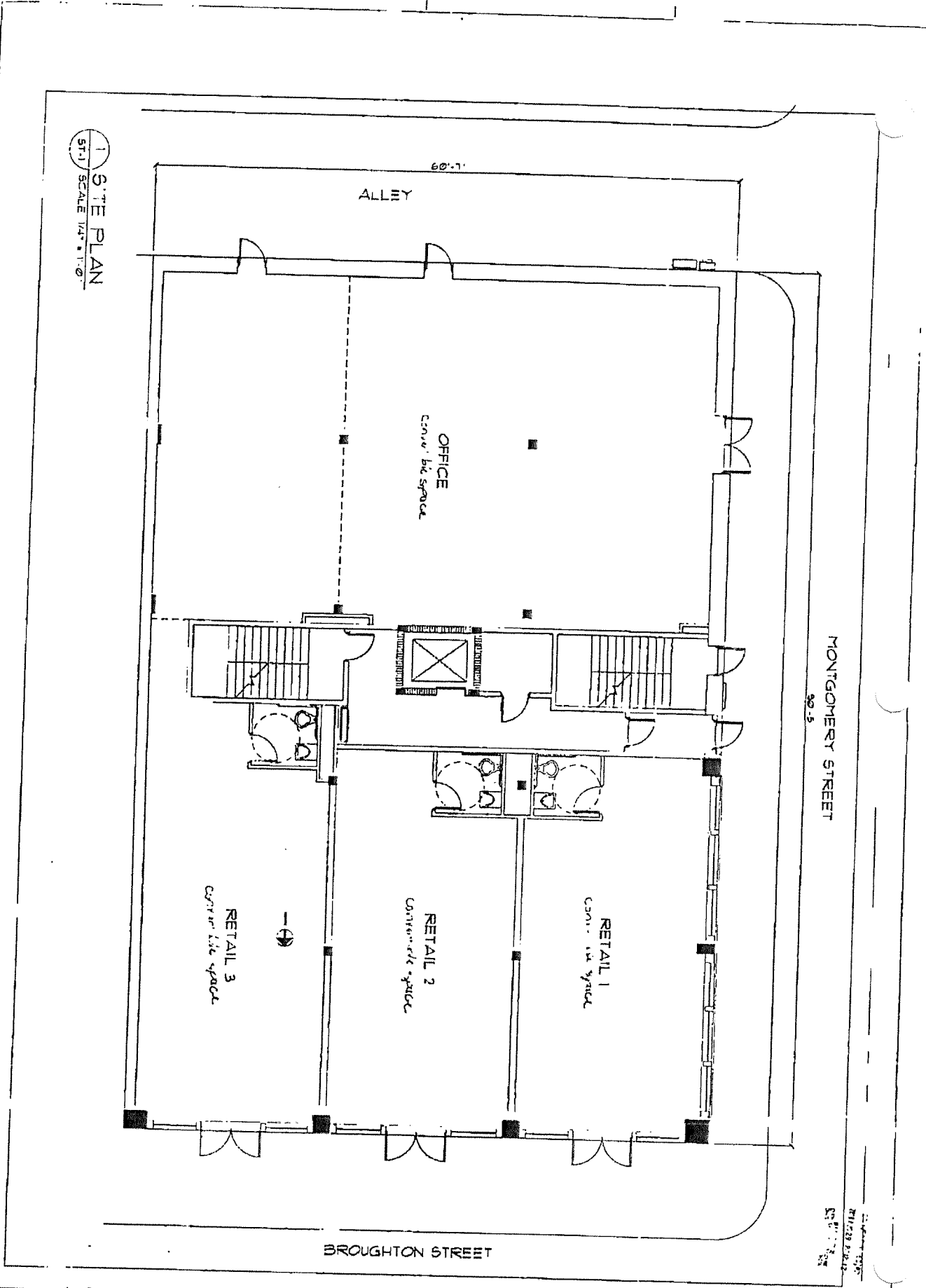
(800) 231-3744  
FAX  
(800) 294-8217

Scale  
As Shown  
As Shown

SAVANNAH  
321 BROUGHTON STREET  
SAVANNAH, GEORGIA

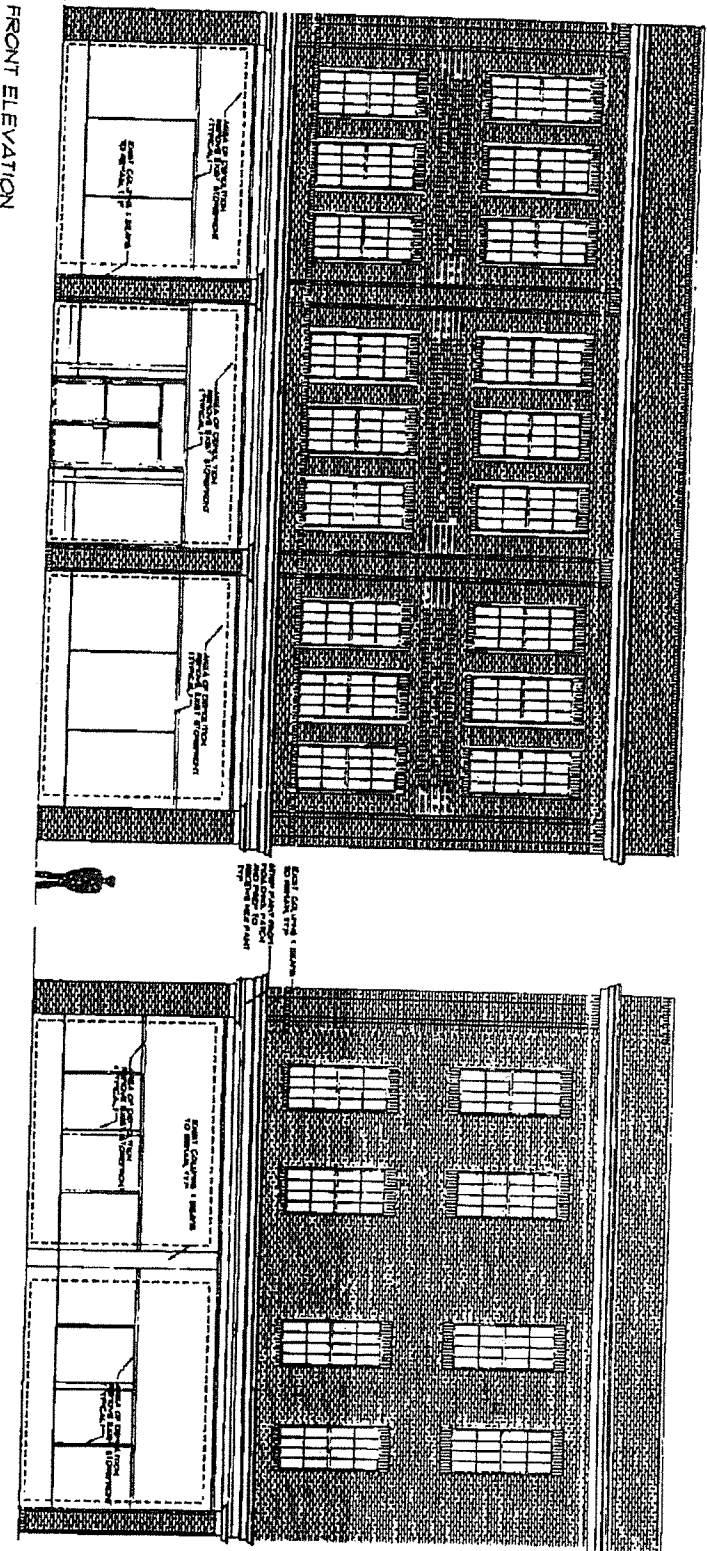
Project Number  
321-00000  
Date  
02/03/00  
Drawn By  
JES  
Checked By  
JES

ST. 1



1 SITE PLAN  
ST. 1 SCALE 1/4" = 1'-0"

- DEMOLITION NOTES**
1. DEMOLITION OF BUILDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
  2. LEAVE ALL STRUCTURE IN PLACE WITH THE EXCEPTED REMOVAL OF THE ROOF AND FLOORING.



**DEMOLITION PLAN**  
D-1 SCALE: 1/4" = 1'-0"

8' x 11' x 11' x 11'



**Gonzalez  
Architects**

3100  
Northside  
Drive  
Atlanta, GA  
30306

(404) 241-1244  
FAX  
(404) 294-4517

Seal  
A1 0002705  
AR 0004131

**SAVANNAH**  
321 BROUGHTON STREET  
DEMOLITION PLAN

Revised  
07/01/00  
00/00/00  
Project Number  
321000  
Date  
02/02/03  
Drawn By  
SJS  
Checked By  
JCS

**PLAT BOOK 1c PAGE 141e**

# DEMOLITION NOTES

1. TURN OFF UTILITIES PRIOR TO COMMENCING DEMOLITION.
2. LEAVE ALL STRUCTURAL ELEMENTS (IE. COLUMNS, BEAMS, AND FLOORS) IN PLACE.
3. REMOVE ADEQUATE BARBERS AND HANDS TO BE LEFT TO THE CONTRACTOR TO REMAIN BUILDING CODE.
4. CONTRACTOR SHALL NOT DISTURB ADJACENT BUILDING.
5. LEAVE ALL AROUNDING ELEMENTS (IE. COLUMNS, BEAMS, AND FLOORS) IN PLACE.

ADJACENT BUILDING NOT TO BE DISTURBED NOT IN CONTRACT

REMOVE EXIST. WINDOW STOREFRONT (TYPICAL)

INTERIOR TO REMAIN (TYPICAL)

REMOVE EXIST. WINDOW STOREFRONT (TYPICAL)

REMOVE EXIST. WINDOW STOREFRONT (TYPICAL)

EXIST. COLUMNS & BEAMS TO REMAIN TYP.

EXIST. COLUMNS & BEAMS TO REMAIN TYP.

EXIST. COLUMNS & BEAMS TO REMAIN TYP.

BROUGHTON STREET

1 DEMOLITION PLAN  
D-2 SCALE: 3/4" = 1'-0"

20130710  
20130710



Gonzales  
Architects

3130  
Northside  
Bldg  
3100  
3100

(202) 241-3246  
FAX (202) 241-3217

Soil  
AA (000000)  
AB (0000134)

Project

SAVANNAH  
321 BROUGHTON STREET

Street Title  
DEMO PLAN

Brumby  
07/07/00

Project Number  
20000

Date  
3/08/03

Drawn By  
JAG

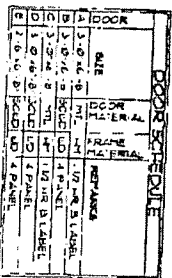
Client By  
JAG

Demolition  
D-2

PLAT BOOK 1c  
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4-2 SCALE 1/4" = 1'-0"



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2130  
Northard  
Drive  
Key West  
Florida  
37045

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 At 000236Z  
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2-1-A



Gonzalez  
Architects

3130  
N. ...  
Ave. ...  
Florida  
33040

ARCHITECT  
DATE: 10-1-78  
BY: ...

Sheet  
A1 000203  
A1 000114

Project

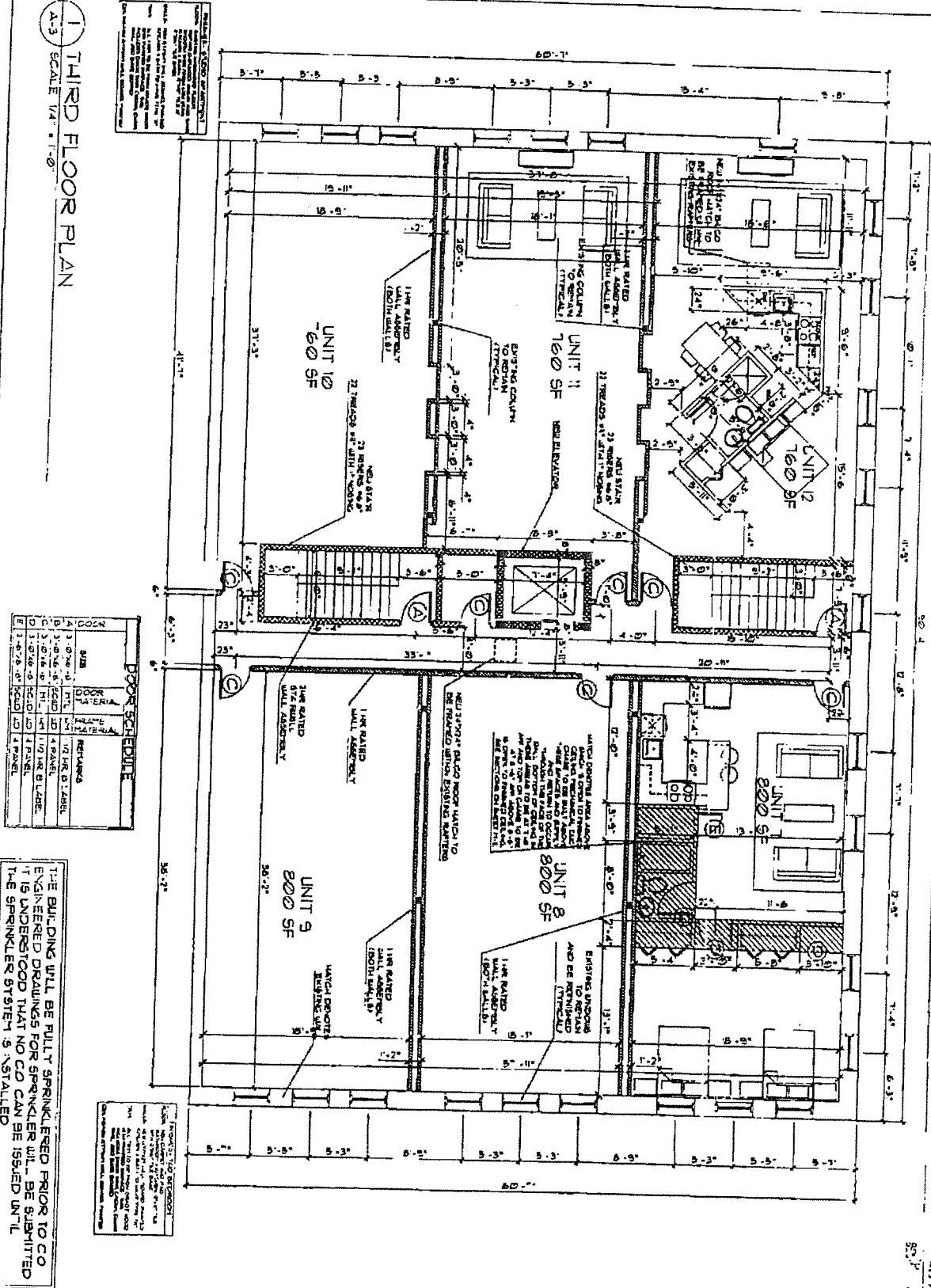
321 BROUGHTON STREET  
SAVANNAH, GEORGIA

Sheet Title  
Third Floor

Drawings  
BY: ...  
CHECKED BY: ...  
DATE: ...

Scale: 1/4" = 1'-0"

PLAT BOOK 1c PAGE 141!



1 THIRD FLOOR PLAN  
SCALE 1/4" = 1'-0"

NO.	DESCRIPTION	SIZE	DOOR	FRAME	GLASS
1	DOOR	3'-0" x 7'-0"	1	1	1
2	DOOR	3'-0" x 7'-0"	1	1	1
3	DOOR	3'-0" x 7'-0"	1	1	1
4	DOOR	3'-0" x 7'-0"	1	1	1
5	DOOR	3'-0" x 7'-0"	1	1	1
6	DOOR	3'-0" x 7'-0"	1	1	1
7	DOOR	3'-0" x 7'-0"	1	1	1
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14	DOOR	3'-0" x 7'-0"	1	1	1
15	DOOR	3'-0" x 7'-0"	1	1	1
16	DOOR	3'-0" x 7'-0"	1	1	1
17	DOOR	3'-0" x 7'-0"	1	1	1
18	DOOR	3'-0" x 7'-0"	1	1	1
19	DOOR	3'-0" x 7'-0"	1	1	1
20	DOOR	3'-0" x 7'-0"	1	1	1

THE BUILDING WILL BE FULLY SPRINKLERED PRIOR TO CO  
ENGINEERED DRAWINGS FOR SPRINKLER WILL BE SUBMITTED  
IT IS UNDERSTOOD THAT NO CO CAN BE ISSUED UNTIL  
THE SPRINKLER SYSTEM IS INSTALLED



Gonzalez  
Architects

3100  
Northside  
Drive  
Norfolk, VA  
23502

Phone: 757-251-8218  
Fax: (757) 251-8217

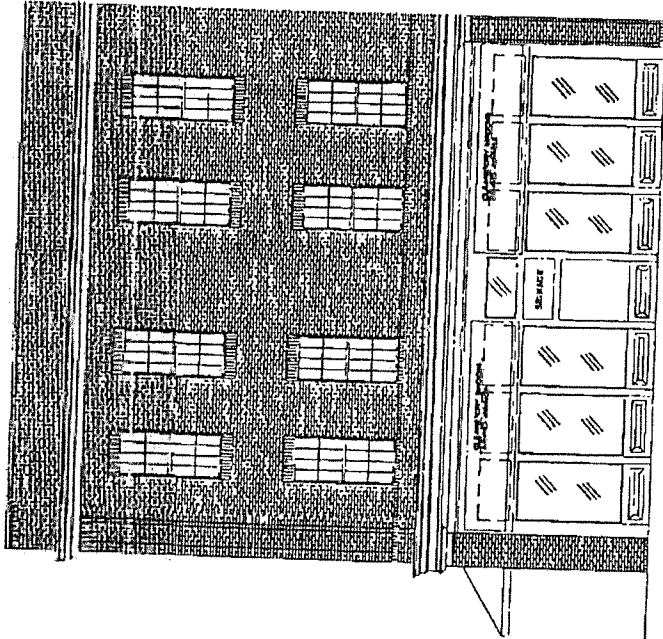
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# PLAT BOOK 1c PAGE 141j

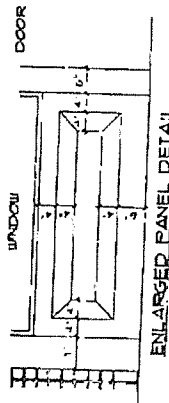
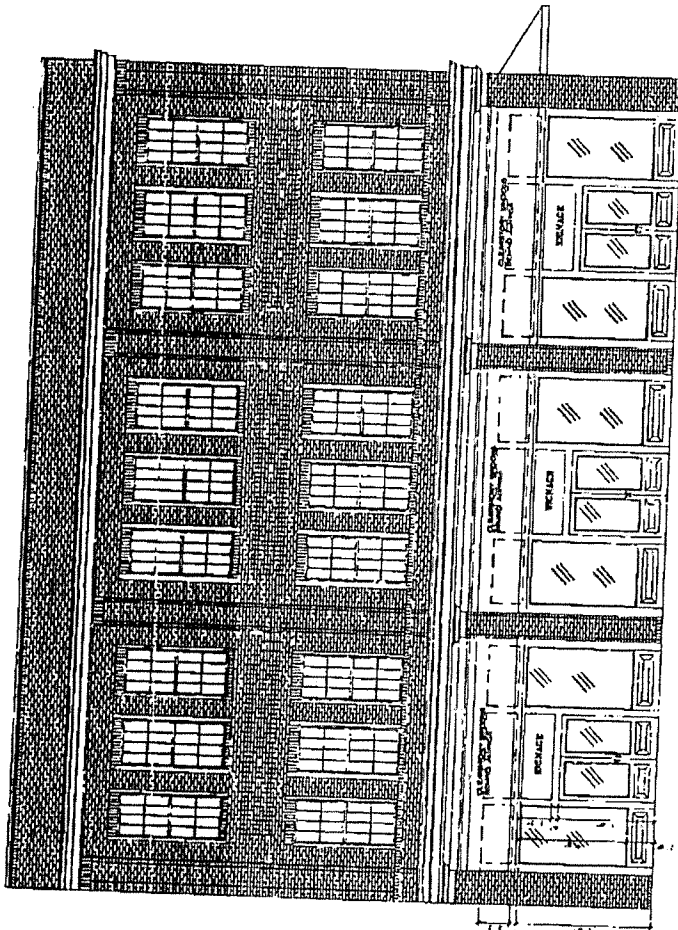
SAVANNAH, GEORGIA  
321 BROUGHTON STREET  
Project  
SAVANNAH  
Steel Tile  
ELEVATION

Revisions  
01/10/00  
01/10/00  
Project Number  
000000  
Date  
01/10/00  
Drawn By  
JCS  
Checked By  
JCS

Sheet Number  
A-4



2 PARTIAL FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



SCALE 1/4" = 1'-0"



Gonzalez  
Architects

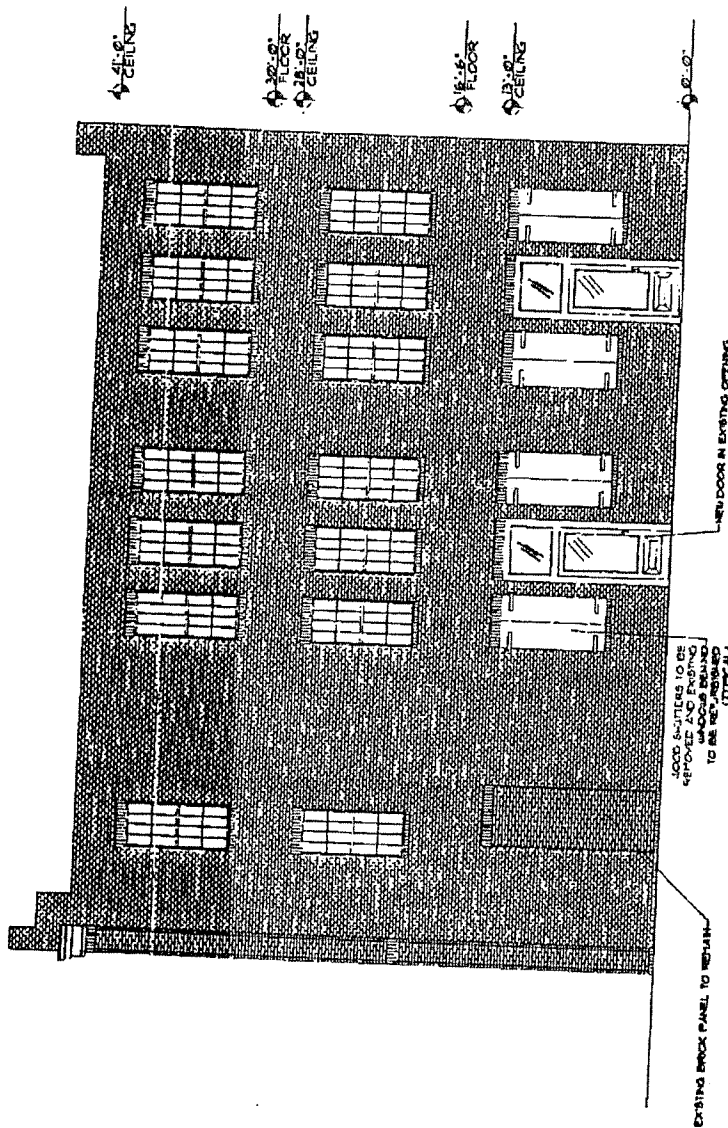
3120  
Northside  
Drive  
Savannah, GA 31406  
(404) 324-3214  
(404) 324-4217

3120  
Northside  
Drive  
Savannah, GA 31406  
(404) 324-3214  
(404) 324-4217

# PLAT BOOK 1c PAGE 1411

SAVANNAH, GEORGIA  
321 BROUGHTON STREET  
SAVANNAH, GEORGIA  
ELEVATIONS

Architect  
Client  
Contract  
Project Number  
Date  
Drawn By  
Checked By  
JLG



1 REAR ELEVATION  
4-6 SCALE: 1/4" = 1'-0"



1130  
forthunder  
live  
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100% 221 5-13  
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## PLAT BOOK 1c PAGE

141m

SAVANNAH  
321 BROUGHTON STREET  
SAVANNAH, GEORGIA

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1. Planning  
 2. Analysis  
 3. Design  
 4. Implementation  
 5. Maintenance

Project Number

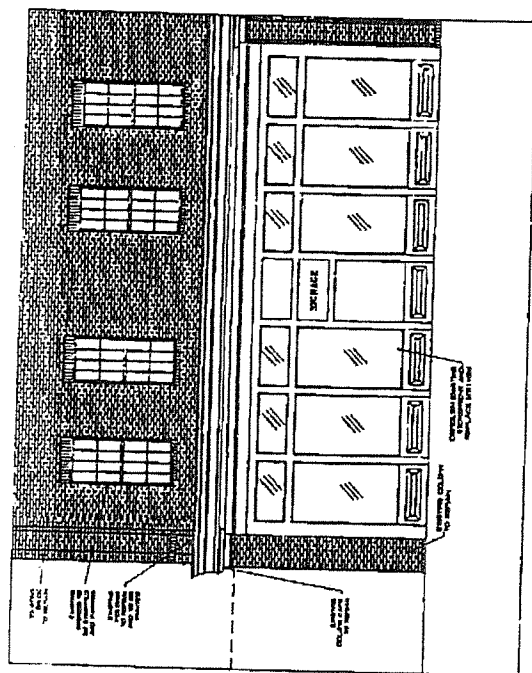
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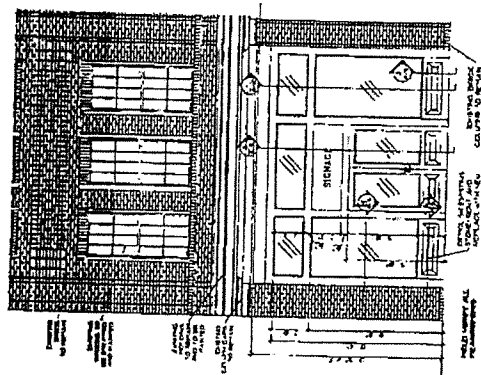
By \_\_\_\_\_

**Definitely by my**

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2 PARTIAL SIDE ELEVATION  
A-1 SCALE: 1/4" = 1'-0"



1 PARTIAL FRONT ELEVATION  
A-1 SCALE 1/4" = 1'-0"



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Physi  
Med. &  
Surg.  
11.10

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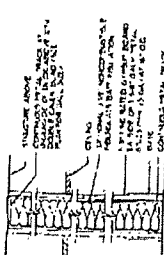
PLAT BOOK 1c PAGE 141n

SAVANNAH 321 BROUGHTON STREET

Sheet Title

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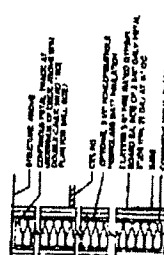
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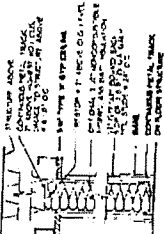
WE FIRE PART - 23




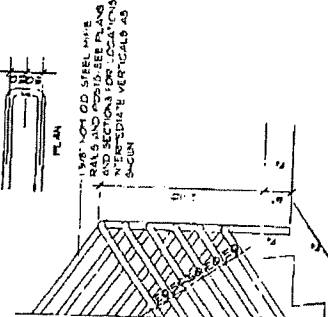
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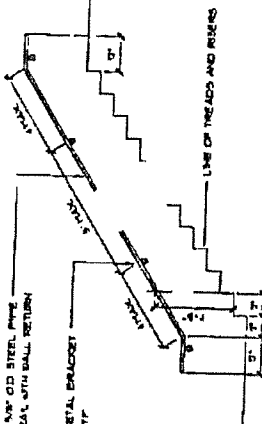
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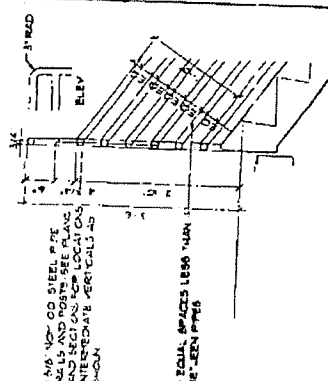
STANDARD PART. 



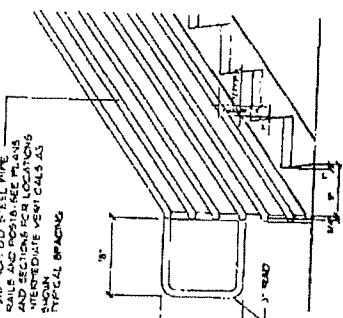
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4-8 LEVEL 1:11-00



4 WALL MTD. HANDRAIL



4.8 AT HIGHEST LEVEL



**HANDRAIL AT LOWEST FLOOR**  
10-1-00

5 DOOR AND CLERESTORY SECTION  
4-9 STOREFRONT - SCALE: 1 1/2" = 1'-0"



Gonzalez  
Architects

3106  
Northside  
Drive  
Rex, Va.  
22081  
703-591-1010

(551) 294-3748  
141  
(551) 291-8217

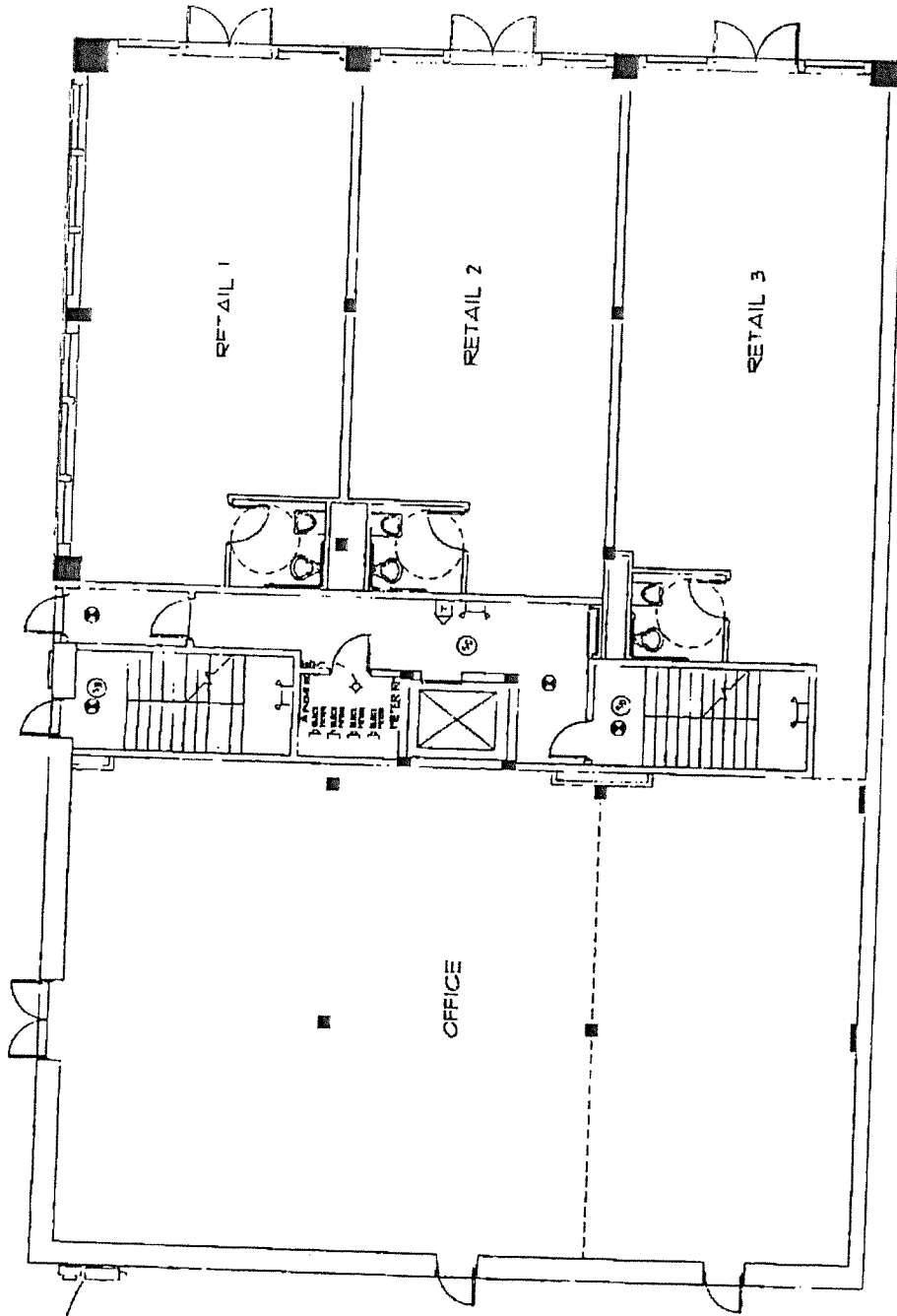
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# PLAT BOOK 1c PAGE 141p

Project  
SAVANNAH  
321 BROUGHTON STREET  
SAVANNAH, GEORGIA  
Electrical  
GROUND  
FLOOR

Revisions  
07/0000  
07/0000  
Project Number  
330006  
Date  
07/00/03  
Drawn By  
JSS  
Checked By  
JSS

Sheet Number  
E-1



MAIN POWER & DISCONNECT  
ROOM 1010

## ELECTRICAL L.G.D.

- 1. 120V 15A 1P 150W
- 2. 120V 15A 1P 150W
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- 100. 120V 15A 1P 150W

1 GROUND FLOOR ELECTRICAL PLAN  
E-1 SCALE 1/4" = 1'-0"



Gonzalez  
Architects

2170  
Boulevard  
Boca  
Raton, FL  
33430

(305) 484-3748  
Fax  
(305) 294-8217

Sheet  
1 of 1000000  
10/08/17

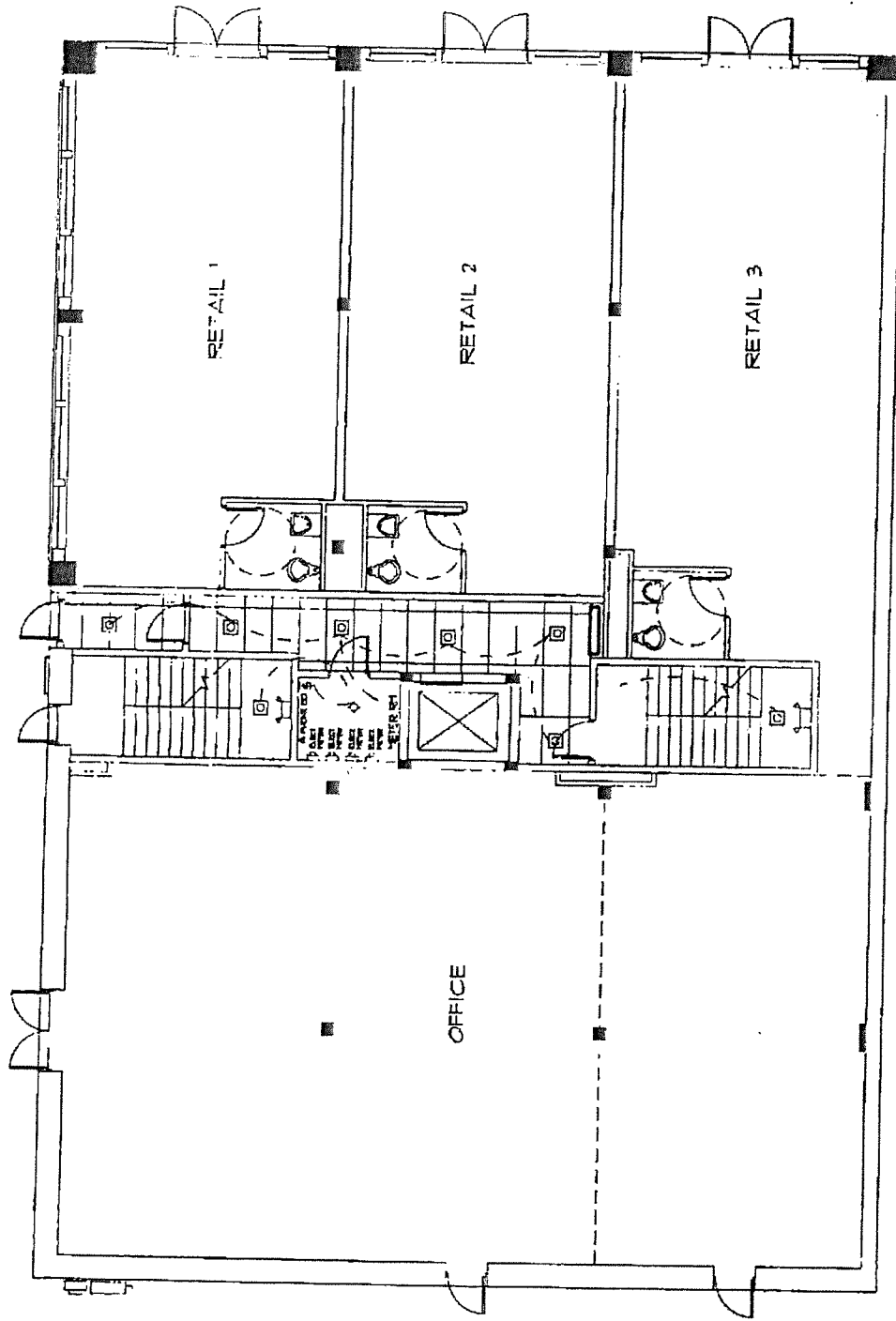
Project  
SAVANNAH  
BUILDING RENOVATION  
221 BROUGHTON STREET  
SAVANNAH, GEORGIA

Sheet Title  
ELECTRICAL  
GROUND FLOOR  
REFLECTED  
CEILING  
REVISED  
CUTTED

Project Number  
1000000  
Date  
10/08/17  
Drawn By  
1000  
Checked By  
JAG

E-2

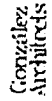
# PLAT BOOK 1c PAGE 141q



1 GROUND FLR REFLECTED CEILING  
E-2 SCALE 1/8" = 1'-0"

## ELECTRICAL LGD

- 1. WALL SWITCHES AND OUTLETS
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3110  
Worldwide  
Dine  
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33940

12345 2M-37 (A)  
YK  
(305) 294-8217

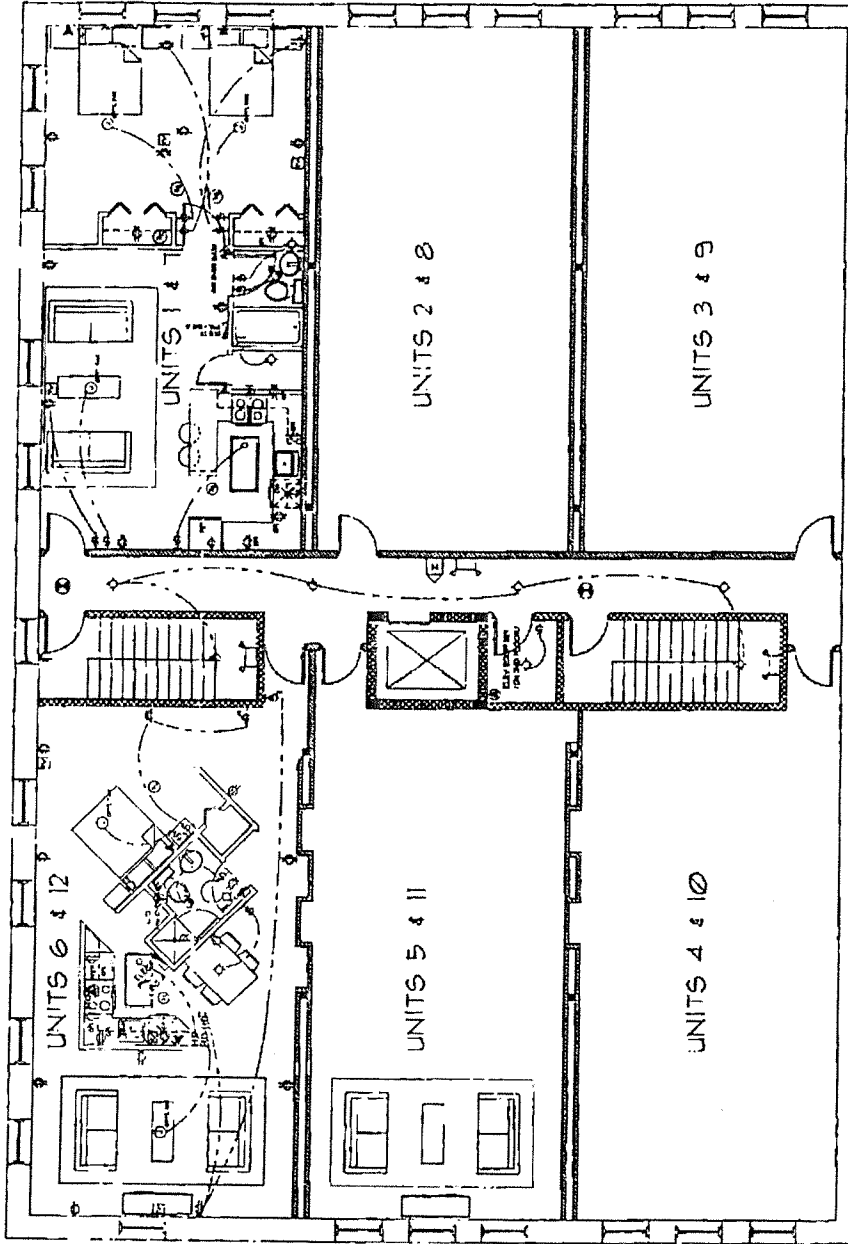
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PLAT BOOK 1c PAGE 141r

Project	SAVANNAH	Sheet Title	ELECTRICAL RESIDENTIAL FLOOR
	321 BROUGHTON STREET		
	SAVANNAH, GEORGIA		

Revisions	07/1/80	07/24/80
Project Number	93004	
Date	7/20/80	
Drawn By	WSS	
Checked By		

Chapter 10



TYPICAL FLOORS 2 &amp; 3

# RESIDENTIAL ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

ELECTRICAL LGD.

1. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
2. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
3. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
4. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
5. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
6. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
7. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
8. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
9. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body
10. Which of the following is a function of the skeletal system?  
 A. To produce red blood cells  
 B. To store fat  
 C. To produce hormones  
 D. To support the body





3130  
Northside  
Drive  
Key West,  
Florida  
3340

305) 294-371K  
305) 294-8217

11 00027105  
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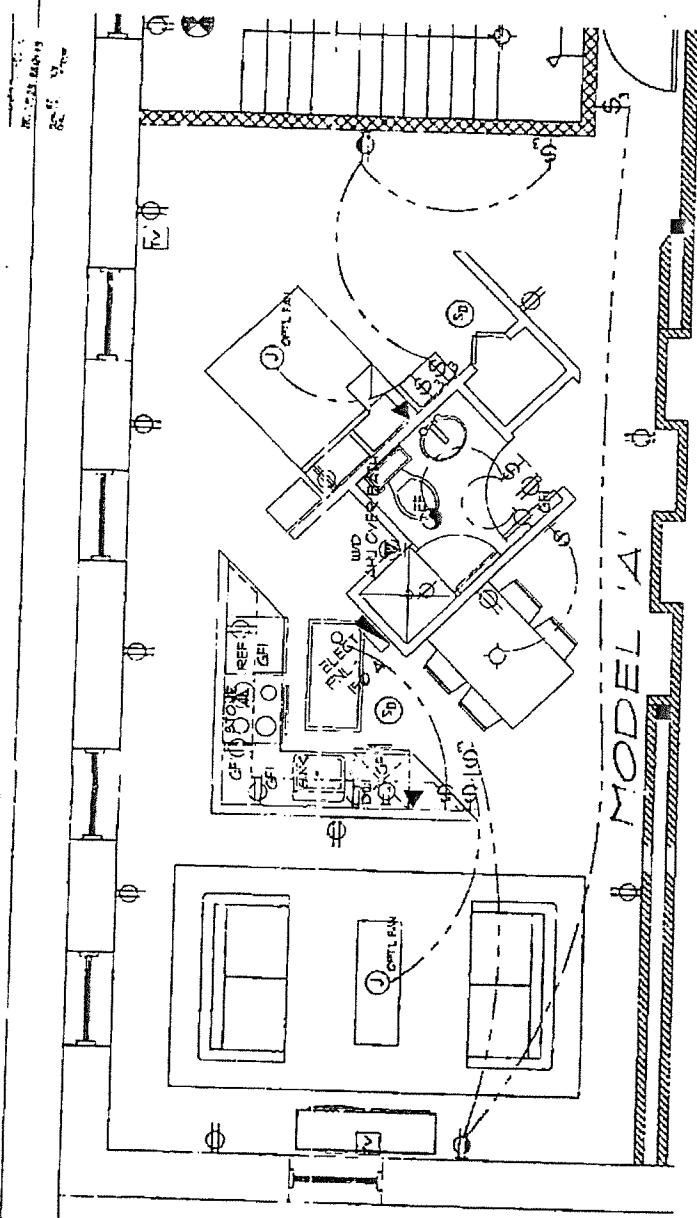
PLAT BOOK 1c PAGE 141s

SAVANNAH  
21 BROUGHTON STREET  
SAVANNAH, GEORGIA

Item Title	TELEPHONICAL RESIDENTIAL BLOCK MODEL 2	UNITS	001000	03/24/00
------------	---	-------	--------	----------

Project Number  
Date  
12/10/00  
Ryan Hy  
99  
checked by

Issue 1, February  
E-Z



## ELECTRICAL NOTES

- [illegible]

[illegible]

## ELECTRICAL LCO

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1 RESIDENTIAL ELECTRICAL PLAN  
E-4 SCALE 1/2" = 1'-0"

MODEL TYPE 'A'



Gonzalez  
Architects

2120  
Northside  
Drive  
San Jose, CA  
95131

(408) 254-3718  
FAX  
(408) 291-8217

2001  
11000  
AN  
000000

# PLAT BOOK 1c PAGE 141t

321 BROUGHTON STREET  
SAVANNAH  
GEORGIA 31404

Sheet Title  
ELECTRICAL  
RESIDENTIAL  
FLOOR  
MODEL 'B'  
E-1000

Project Number  
200004  
Date  
12/01/03  
Drawn By  
JEG  
Checked By  
JEG

Sheet Number  
E-10

## RESIDENTIAL ELECTRICAL PLAN

SCALE: 1/2" = 1'-0"

MODEL TYPE 'B'

- ELECTRICAL NOTES**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
  2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
  3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
  4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
  5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
  6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
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  8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
  9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.
  10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SAVANNAH ELECTRICAL SERVICE BUREAU RULES AND REGULATIONS.

ELECTRICAL LEGEND	
1	120V 15A
2	120V 20A
3	120V 30A
4	120V 40A
5	120V 50A
6	120V 60A
7	120V 70A
8	120V 80A
9	120V 90A
10	120V 100A
11	120V 110A
12	120V 120A
13	120V 130A
14	120V 140A
15	120V 150A
16	120V 160A
17	120V 170A
18	120V 180A
19	120V 190A
20	120V 200A
21	120V 210A
22	120V 220A
23	120V 230A
24	120V 240A
25	120V 250A
26	120V 260A
27	120V 270A
28	120V 280A
29	120V 290A
30	120V 300A
31	120V 310A
32	120V 320A
33	120V 330A
34	120V 340A
35	120V 350A
36	120V 360A
37	120V 370A
38	120V 380A
39	120V 390A
40	120V 400A
41	120V 410A
42	120V 420A
43	120V 430A
44	120V 440A
45	120V 450A
46	120V 460A
47	120V 470A
48	120V 480A
49	120V 490A
50	120V 500A
51	120V 510A
52	120V 520A
53	120V 530A
54	120V 540A
55	120V 550A
56	120V 560A
57	120V 570A
58	120V 580A
59	120V 590A
60	120V 600A
61	120V 610A
62	120V 620A
63	120V 630A
64	120V 640A
65	120V 650A
66	120V 660A
67	120V 670A
68	120V 680A
69	120V 690A
70	120V 700A
71	120V 710A
72	120V 720A
73	120V 730A
74	120V 740A
75	120V 750A
76	120V 760A
77	120V 770A
78	120V 780A
79	120V 790A
80	120V 800A
81	120V 810A
82	120V 820A
83	120V 830A
84	120V 840A
85	120V 850A
86	120V 860A
87	120V 870A
88	120V 880A
89	120V 890A
90	120V 900A
91	120V 910A
92	120V 920A
93	120V 930A
94	120V 940A
95	120V 950A
96	120V 960A
97	120V 970A
98	120V 980A
99	120V 990A
100	120V 1000A



1307 northside  
river  
Key West,  
Florida  
32040

**[REDACTED]**

Trayset	Post Title
SAVANNAH	ELECTRICAL
321 BROUGHTON STREET	SAVANNAH, GEORGIA

091810Z	
011700	
02/24/00	
Object Number	
0006	
Date	
2/20/99	
Sent By	
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## PLAT BOOK 1c PAGE 141u

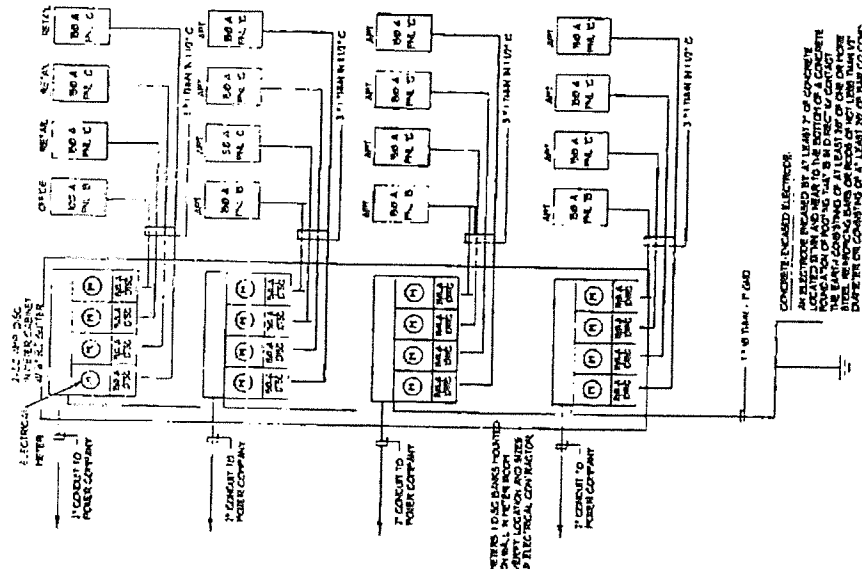
### EXERCISE NOTES

[illegible]

PANEL "A"		WALL P.C.D. FLOOR P.C.D.
SECTION NO.	DESCRIPTION	LOAD
B-13	ASB (100 LBS)	40000
B-24	AC COND 1	10000 10000
B-11	RANGE	7000
B-23	DISHWASHER	7000
B-25	WATER HEAT	45000
B-1031	GENERAL - JUMP	24000
B-113	GENERAL LIGHTING	24000
B-14	GEN PURPOSE	30000
B-111	GEN PURPOSE	30000
B-103	REPRESENTATION	30000
B-1031	OFF	30000
B-1032	OFF	30000
TOTAL LOAD		344000

[illegible]

Panel No	PANEL "RETAIL" - 3"				Total ALA Purchased
Dist. No	Insulation	Cb. Ins.	LGAD	WWT/ LGAD	
B-13	441 1" DOW M-3	37'-4.6	100000		8 1/2" x 1" C
B-14	442 LGAD "	37'-3.0	100000		8 1/2" x 1" C
B-15	443 LGAD "	37'-7.9	25000		8 1/2" x 1" C
B-16	444 LGAD "	37'-3.0	50000		8 1/2" x 1" C
B-17	445 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-18	446 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-19	447 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-20	448 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-21	449 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-22	450 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-23	451 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-24	452 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-25	453 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-26	454 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-27	455 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-28	456 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-29	457 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-30	458 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-31	459 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-32	460 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-33	461 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-34	462 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-35	463 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-36	464 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-37	465 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-38	466 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-39	467 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-40	468 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-41	469 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-42	470 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-43	471 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-44	472 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-45	473 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-46	474 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-47	475 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-48	476 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-49	477 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-50	478 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-51	479 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-52	480 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-53	481 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-54	482 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-55	483 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-56	484 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-57	485 LGAD "	37'-3.0	25000		8 1/2" x 1" C
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B-59	487 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-60	488 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-61	489 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-62	490 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-63	491 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-64	492 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-65	493 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-66	494 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-67	495 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-68	496 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-69	497 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-70	498 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-71	499 LGAD "	37'-3.0	25000		8 1/2" x 1" C
B-72	500 LGAD "	37'-3.0	25000		8 1/2" x 1" C
TOTAL LGAD				3850000	



**ELECTRICAL RISER** N.T.S.

ELECTRICAL RISER N.T.S.



Gonzalez  
Architects

2130  
Boulevard  
Boca Raton,  
FL 33433  
Tel: (561) 991-2212  
Fax: (561) 994-4217

SAVANNAH  
321 BROUGHTON STREET  
SAVANNAH, GEORGIA

Sheet  
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# PLAT BOOK 1c PAGE 141v

SAVANNAH  
321 BROUGHTON STREET  
SAVANNAH, GEORGIA

Sheet Title  
MECHANICAL  
GROUND FLOOR

Drawn By  
DW/MS  
6/12/06

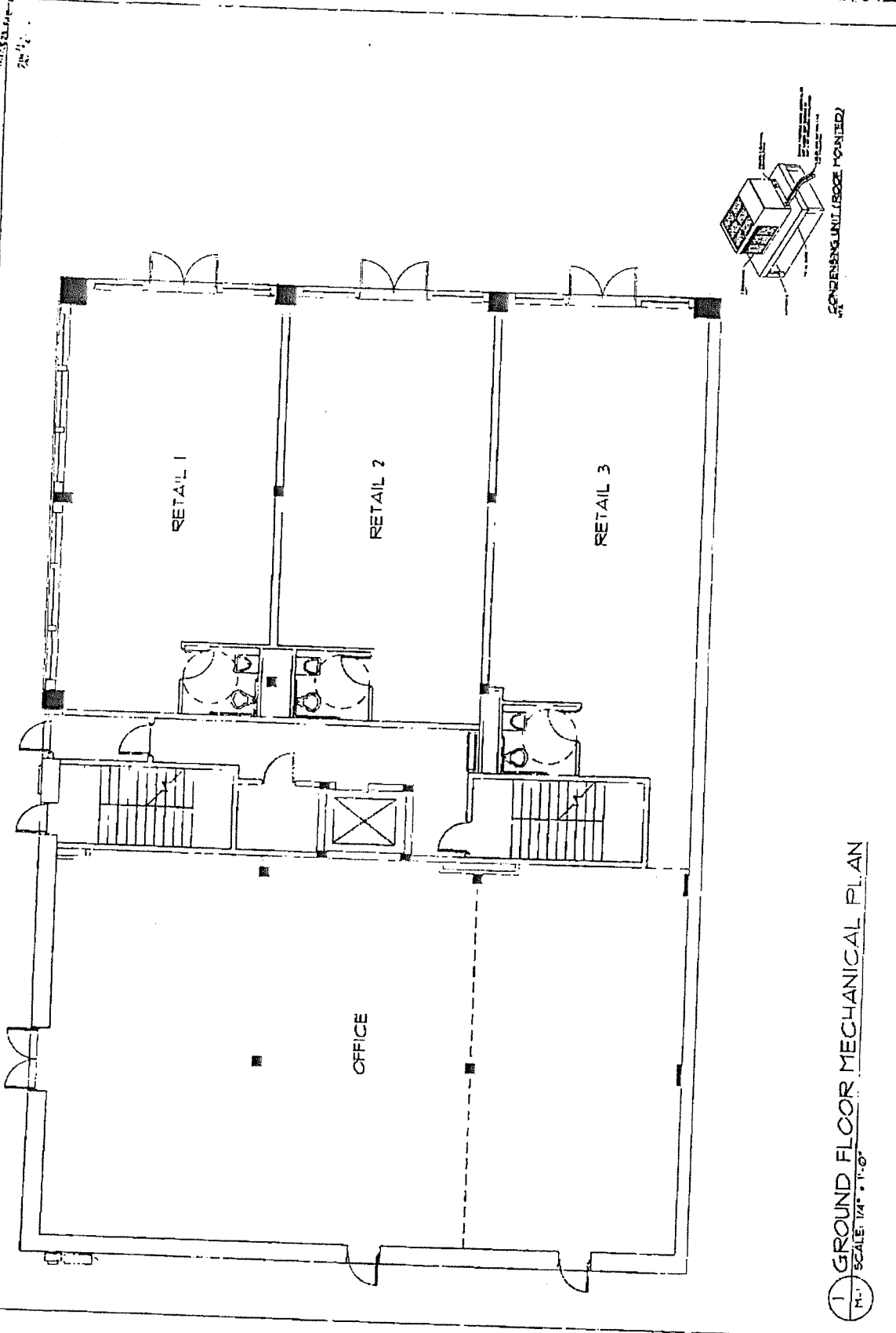
Project Number  
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Scale  
1/4" = 1'-0"

Drawn By  
DW/MS

Check By  
MS

ASG





Gonzalez  
Architects

3170  
Northside  
Drive  
Kennesaw  
Ga 30140

(404) 294-3748  
FAX  
(404) 294-8217

# PLAT BOOK 1c PAGE

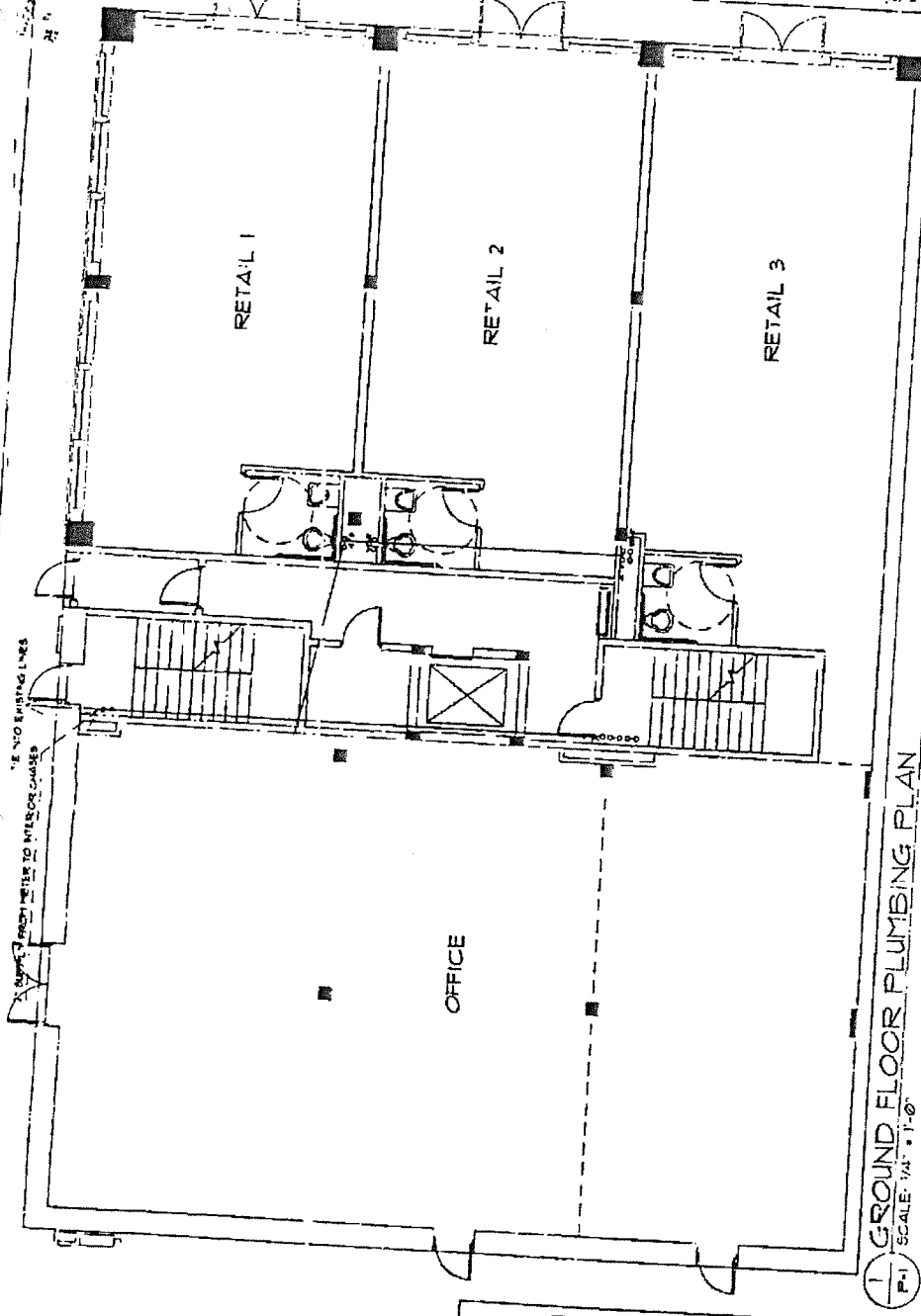
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SAVANNAH, GEORGIA  
321 BROUGHTON STREET  
SAVANNAH  
SAVANNAH, GEORGIA  
32100

Sheet Title  
PLUMBING  
GROUND FLOOR

Project Number  
07/1000  
67/24/000  
Date  
7/20/09  
Drawn By  
MAG  
Checked By  
JAG

Sheet Number  
P-1



1 GROUND FLOOR PLUMBING PLAN  
SCALE: 1/4" = 1'-0"

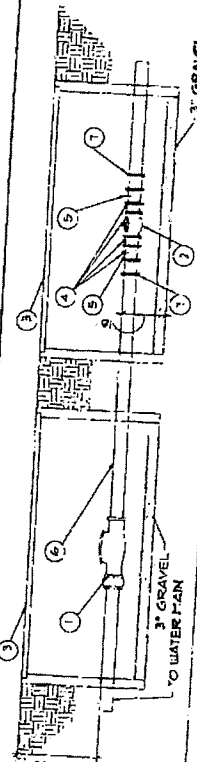
NOTES:  
1 NEW PETER INSTALLATIONS 3/4" x 1 1/4", 1/2" TO BE INSTALLED BY CITY OF SAVANNAH WATER DISTRIBUTION DEPARTMENT.  
2 FOR FINAL APPROVAL, ASSEMBLY MUST BE CENTERED IN ENCLOSURE INSTALLER MUST PROVIDE FOR THERMAL EXPANSION WITHIN THE PROJECT  
3 IF A PRESSURE MONITOR IS TO BE INSTALLED ADD A TEST VALVE, FITTINGS AND MOUNT ON SUPPLY SIDE FOR TO BACKFLOW PREVENTION DEVICES UNDER NO CIRCUMSTANCES SHALL TEST PIPES BE STOPPED OR UTILIZED FOR THIS OR OTHER APPLICATION, OTHER THAN BACKFLOW DEVICES TESTING

## BACKFLOW PREVENTER

INSTALLATION INSTRUCTIONS:  
THE ASSEMBLY SHALL NOT BE BURIED IN EARTH, BUT MAY BE INSTALLED IN A UTILITY SPACE ADJACENT TO OR AS CLOSE AS PRACTICABLE TO THE OUTLET SIDE OF THE METER IN ORDER THAT THE CONNECTION BE MAINTAINED BETWEEN THE SERVICE METER AND BACKFLOW PREVENTER USED FOR SYSTEM CONTAINMENT

## MATERIALS

ITEM	QUANTITY
1	WATER METER
2	DOUBLE CHECK VALVE ASSEMBLY
3	WATER MONITORING METER BODY FOR 1/2" x 1/2" x 1/2" BIRD ON V
4	1/2" x 1/2" x 1/2" BIRD ON V
5	1/2" x 1/2" x 1/2" BIRD ON V
6	1/2" x 1/2" x 1/2" BIRD ON V
7	1/2" x 1/2" x 1/2" BIRD ON V
8	1/2" x 1/2" x 1/2" BIRD ON V
9	1/2" x 1/2" x 1/2" BIRD ON V
10	1/2" x 1/2" x 1/2" BIRD ON V



SANITARY RISER NUTS

Clock#: 691247  
FILED FOR RECORD  
7/20/2005 04:32pm  
PAID: 12.00  
Daniel W. Massey, Clerk  
Chatham County, Georgia

Return to  
William W. Shearouse, Jr.  
Weiner, Shearouse, Weitz, et al.  
14 E. State Street  
Savannah, Georgia 31401  
File No. \_\_\_\_\_

STATE OF GEORGIA     )  
                                  )  
COUNTY OF CHATHAM    )

BOOK  
2916

PAGE  
405

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

321 W. BROUGHTON STREET, A CONDOMINIUM  
SAVANNAH, CHATHAM COUNTY, GEORGIA

(Deed Record Book 214-U, Page 679; Condominium Plat Book 1, Folio 141, Chatham County Records)

WITNESSETH:

WHEREAS, the undersigned, HISTORIC PROPERTIES OF AMERICA, LLC, a Florida limited liability company (hereinafter referred to as the "Declarant") did make and record that certain Declaration of Condominium for 321 W. Broughton Street, A Condominium, Savannah, Chatham County, Georgia dated July 1, 2000 recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Record Book 214-U, Page 679; and

WHEREAS, Article II, Section 11 of said Declaration reserved unto the Declarant the right to convert convertible space in the condominium into one or more units or common elements; and

WHEREAS, the Declaration further provides that upon such conversion, Declarant shall immediately prepare, execute and record an Amendment to the Declaration pursuant to the provisions of O.C.G.A. Section 44-3-81 affecting the reallocation of limited common elements, the undivided interest in common elements, votes in the association, and liability for common expenses.

NOW THEREFORE in consideration of the foregoing and to carry out the provisions of Article II, Section 11 of the Declaration of Condominium for 321 W. Broughton Street, A

Danden 05-1660-5

Condominium, the Declaration of Condominium dated July 1, 2000, recorded in Deed Record Book 214-U, Page 679, Chatham County, records, is hereby amended as follows:

1.

Exhibit C is amended to reallocate the square footage, the allocation of interest and the number of votes assigned to the first floor convertible space as follows:

- 1A  
2A  
3A  
4A
- a) Retail Space 1, consisting of 800 square feet is assigned a 5.70 percent interest in the common elements and liability for common expenses and one (1) vote in the Association.
  - b) Retail Space 2, consisting of 800 square feet is assigned a 5.70 percent interest in the common elements and liability for common expenses and one (1) vote in the Association.
  - c) Retail Space 3, is assigned a 6.72 percent interest in the common elements and liability for common expenses and one (1) vote in the Association.
  - d) Office Space consisting of 2,280 square feet is assigned a 16 percent interest in the common elements and liability for common expenses and one (1) vote in the Association.

2916  
BOOK  
406  
PAGE

2.

All of the remaining terms and conditions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Declaration to be executed by its duly authorized officers this \_\_\_\_ day of July, 2005.

HISTORIC PROPERTIES OF AMERICA, LLC

By: [Signature]  
Title: President/Manager  
Authorized Member

Executed in the presence of

Witness

Notary Public



S. Monsalvatge  
MY COMMISSION # 00156555 EXPIRES  
November 23, 2006  
WRITTEN BY TROY FARM INSURANCE, INC.

