

## PROTECTIVE COVENANTS

"A home is not a detached unit but a part of a neighborhood, which in turn is part of a town; and the good quality of the borne usually depends at least as much on its surroundings as on its design and construction. Hence the vital importance of ground planning and control of the development of neighborhoods" --Thomas Adams

### FOREWORD

Protective covenants, or private deed restrictions, have been found from many years of experience to be an essential instrument in maintaining character and desirability in community development. Years of experience by developers all over the nation has been drawn upon in the preparation of these covenants in an effort to create a residential community in which the individual home owner is not unduly hampered in the use of his property, yet is protected against the haphazard development so familiar in older areas.

Protective covenants are not to be considered as taking the place of public regulations such as zoning. Both types of regulation are essential and are not necessarily overlapping. Zoning by Chatham County provides for certain limited regulations which are considered necessary in the interest of public health, safety and general welfare. The protective covenants in Wilmington Park are contracts between private parties, the owners of the property involved, which give considerably more protection than regulations enforceable by Chatham County.

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PROPERTY SUBJECT TO THIS DECLARATION

All of the single family residential lots platted as Wilmington Park Subdivision are subject to these covenants, restrictions, reservations, servitudes and easements.

GENERAL PURPOSE OF COVENANTS

The real property described in Paragraph 1 hereof is subjected to the covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and therefore enhance the value of investments made by purchases of lots therein.

STATE OF GEORGIA  
COUNTY OF CHATHAM

This DECLARATION OF PROTECTIVE COVENANTS made and published by WILMINGTON PARK, a limited partnership, William Lattimore, sole general partner, of Chatham County, Georgia;

WITNESSETH:

THAT WHEREAS said partnership is the owner of all those lots, tracts, or parcels of land situate, lying and being on Wilmington Island in Chatham County, Georgia.

WHEREAS it is to the interest, benefit and advantage of WILMINGTON PARK and to each and every person who shall hereafter purchase any lot in said Wilmington Park Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each lot therein;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by WILMINGTON PARK and each and every subsequent owner of the lots in said Wilmington Park Subdivision, said WILMINGTON PARK does hereby set up, establish, promulgate and declare the following restrictive covenants to apply to all numbered lots, and to all persons owning said lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through WILMINGTON PARK.

I. DEFINITION OF TERMS USED HEREIN

- (a) DECLARANT. The word "Declarant" wherever used in this declaration means and refers to WILMINGTON PARK, a limited partnership, William Lattimore, sole general partner.
- (b) DWELLING HOUSE. The words "Dwelling House" and "Outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches, or porticoes, and the like including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop, or steps, or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of said building.
- (c) LOT. The word "lot" wherever used in this Declaration means and refers to one of the numbered lots of land as shown on the plat. The numbers following the word Lot refer to the particular lot or lots so numbered on the aforesaid plat.
- (d) SAID PLAT. The words "Said Plat" wherever used in this Declaration mean and refer to the Plat referred to above and which is recorded in the records in the Office of the Clerk of the Superior County of Chatham County, Georgia.
- (e) SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.
- (f) SETBACK. The word "Setback" wherever used in this Declaration means the distance between dwelling houses or other structure referred to and the street or side or rear lines of the particular lot.
- (g) STREET. The word "Street" wherever used in this Declaration means and refers to any street, highway or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way or circle.
- (h) ARCHITECTURAL COMMITTEE. The words "Architectural Committee" wherever used in this Declaration mean and refer to the architectural committee described hereafter in this Declaration.

II. USES PROHIBITED AND PERMITTED

- 1. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residence purposes.
- 2. No building, other than a detached single family dwelling house and appurtenant outbuilding, including garages for private use, shall be erected, constructed or maintained on said property, nor shall any

building constructed or erected on said property be used for any purpose other than a private dwelling house or appurtenant outbuilding, including garage for private use.

3. No dwelling house more than two stories in height and no appurtenant outbuilding more than one story in height shall be erected, constructed or maintained on said property.
4. For the purpose of this declaration, a private garage for the use of the owners or occupants of the lot upon which said garage is erected shall be deemed an outbuilding, and may be erected and constructed on such lot. A private garage may be incorporated in and made a part of such private dwelling house as is permitted by this Declaration to be erected on the lot. No garage larger than reasonably necessary to accommodate three (3) cars shall be erected, constructed or maintained on said property, or any part thereof.
5. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of said Declaration.
6. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to commencement of the erection of such dwelling house, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes, provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.
7. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten or nursery school, sanitarium, asylum, or institution, and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.
8. No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of said property.
9. Dogs, cats and pet birds confined in cages, may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. In no event shall any roosters, guinea hens or other noisy fowl be kept for any purpose on any lot.

10. No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted or maintained, nor shall any horses, ponies, donkeys or burros, be kept upon any part of said real property.
11. No trailers of any nature, except boat or two wheel utility trailers, shall be kept or stored on any lot except within an enclosed garage or in a carport. No trucks of any nature shall be parked overnight on said property except in an enclosed garage.
12. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Chatham County and/or Georgia State Health Department. Approval of such system as installed shall be obtained from such authority. Approval to use an individual water supply system must first be obtained from Declarant.
13. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Chatham County and/or Georgia State Health Department. Approval of such system as installed shall be obtained from such authority.

### III. APPROVAL OF PLANS IIND LOCATION OF STRUCTURES

1. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling, or adding to the exterior thereof be made, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications therefor, including front, side and rear elevations and floor plans for each floor and two plot plans indicating arid fixing the exact location of such structures or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by a majority of the Architectural Committee whose members shall consist of the following;
  - (a) One member appointed by Declarant,
  - (b) One member appointed by the Wilmington Park Homes Association, Inc.,
  - (c) One member, who shall be an architect licensed to practice in the State of Georgia, appointed by Declarant,
  - (d) One member, who shall be a licensed general contractor, who shall be appointed by Declarant.

Each of the above is appointed for one year but may be reappointed at the end of said year.

In the event of the failure , refusal or inability to act of any member appointed by Declarant, and in the event Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the Wilmington Park Homes Association, Inc., shall fill any such vacancy by the appointment of such members.

The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards required by the Building Code of the City of Savannah, Georgia, as revised or amended from time to time.

2. No roof of any dwelling or outbuilding shall have a pitch of less than 1.5:12, provided, that with the prior written consent of the Architectural Committee, attached garages and carports may have a pitch as approved by the Architectural Committee.
3. Approval of plans, specifications and location of buildings by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same.
4. The approval of the Architectural Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.
5. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications, and plot plans theretofore approved by the Architectural Committee or its duly appointed agent, as provided herein. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property, other than in accordance with the plans and specifications and plot plan therefore, approved by the Architectural Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee ever having been obtained as required by this Declaration.
6. (a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions unless notice to the contrary shall have been recorded in the Office of the Clerk of the Superior Court, in and for Chatham County, Georgia or legal proceedings shall have been instituted to enforce such compliance.  
  
(b) In the event that the Architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.
7. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

#### IV. SETBACKS AND FREE SPACES OF BUILDINGS

1. No dwelling house and no addition thereto and no structure or object shall be erected, placed or maintained on any lot nearer than that distance specified in the appropriate Phase and Addition to the front line of any lot.
2. No dwelling house and no addition thereto and no structure or object shall be erected, placed or maintained on any lot nearer to any side street line, or nearer to the back line of any lot than that distance specified in the appropriate Phase and Addition.
3. No walls, fences or hedges shall be placed nearer to the front lot line or side street line than the minimum setbacks prescribed herein.
4. Swimming pools, the highest projection of which shall not exceed three (3) feet, and outdoor fireplaces not to exceed six (6) feet in height, may be erected and maintained within the rear setback but not nearer than seventeen and one-half (17½) feet from the rear lot line of any lot. Detached garages not more than one (1) story in height may be erected and maintained within the rear setback but not nearer than twenty (20) feet from the rear line of any lot. No such improvements, however, may be placed in or upon land reserved for easements.
5. Anything in this Paragraph to the contrary notwithstanding, in the event one lot, or a portion thereof, and the whole or a portion of a contiguous lot, all in one ownership, shall be used as one building site for one residence building and its appurtenant outbuildings permitted by this Declaration then while so owned and used the side lines and rear line of such site shall, for the purposes of this Paragraph, be deemed to be the side lot lines and the rear lot line of such sites.

#### V. AREA IMPROVEMENTS AND OFFSITE PARKING

1. No dwelling house having a groundfloor square foot area (exclusive of open porches, terraces, porticoes, patios, carports and garages) of less than the minimum square footage specified in the appropriate Phase and Addition, shall be erected, constructed or maintained on these lots.
2. No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house, in an outbuilding, or unenclosed sufficient in size to store one (1) standard automobile, exclusive of a surfaced driveway connecting the parking space with a street and permitting ingress and egress of an automobile.

#### VI. LOT AREA AND WIDTH: FACING OF HOUSES

1. No dwelling house shall be erected or placed on any lot having a width of less than the footage specified in the appropriate Phase and Addition at the minimum building setback line nor shall any dwelling house be erected or placed on any lot having an area of less than the square footage specified in the proper Phase and Addition.

2. Dwelling houses shall front as specified in the appropriate Phase and Addition.

#### VII. STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY, AND ADDITIONAL RESTRICTIONS

1. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.
2. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
3. Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.
4. No dwelling house, garage, outbuildings, or other structure of any kind shall be built, erected, or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

#### VIII. MAINTENANCE CHARGES

- A. All the land included and shown on the aforesaid plat of Wilmington Park, whether owned by Wilmington Park or by other, shall be subject to an annual maintenance charge or assessment at the rate as specified in the appropriate Phase and Addition. The said assessment shall be due and payable before June 30th of each year. This charge may be adjusted from year to year by a majority vote of the property owners of lots in said subdivision (each such owner has but one vote regardless of how many lots owned) attending a meeting called by Wilmington Park Homes Association, Inc., for the purpose of considering a change in said assessment.
- B. All sums payable as above set forth are payable to Wilmington Park Homes Association, Inc., and the amount so paid shall be administered by the Officers of said association and may be used for the payment of so-called maintenance expense incurred for the following purposes:
  1. For lighting, improving, cleaning, and maintaining the streets and parks, if any, maintained for the general use of owners and occupants of land included in said Subdivision, including all grass and planted areas within the boundaries of such streets and parks;
  2. For the operation and maintenance of any storm-water drains now or hereafter constructed in said tract;

3. For caring for vacant and untended land, if any, included in said Sub-division on which said Maintenance Charge is being paid, removing the grass and weeds therefrom and doing any other thing necessary or desirable, in the opinion of the officers of the Association, to keep the property neat and in good order, or which in the opinion of the officers of the Association, may be of general benefit to the Owners or Occupants of the land included therein;

4. For the expenses incident to the examination and approval of plans as herein provided and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained;

5. For taxes and assessments, if any, that may be levied by any public authority upon the Community Club, or any streets, parks or other common areas hereafter opened, laid out or established for the general use of the owners of land included in said Subdivision.

6. The Association need not duplicate and is not obligated hereby to provide any of the services mentioned hereinabove as may or can be provided by some public, governmental or community cooperative agency or authority.

7. Such other purposes as are set forth in the Charter of said Wilmington Park Homes Association, Inc.

C. The annual charge for maintenance shall be liens or encumbrances on the land and acceptance of each of the several deeds (not including thereby a mortgagee or a lender under a properly recorded Mortgage or Deed to Secure Debt) shall be construed to be a covenant to pay said charges. The Association shall have the right to take and prosecute all actions or suits, legal or otherwise which may in its opinion be necessary for the collection of such charges.

D. The lien hereby reserved, however, shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgagee, trustee, or note holder shall be paramount to the lien for maintenance charges imposed herein, and provided further such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of mortgage or deed to secure debt or acquisition of the title by deed in lieu of foreclosure with approval of the Federal Housing Commissioner, and nothing herein contained shall be held to affect the rights herein given to enforce the collections of such charges accruing after sale under foreclosure of such mortgage or deed to secure debt.

#### IX. SIGNS

No signs, or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said property except one sign of not more than five (5) square feet in area, advertising the property for sale or rent, and signs used by a building to advertise the property during construction and sales period, provided, however, that any such builder's signs shall be subject to approval by the Architectural Committee.

X. SCOPE, DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVICITUDES, AND EASEMENTS

1. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment, and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase accepts the same subject to the covenants, restrictions, reservations, servitudes and easements, set forth in this Declaration, and agrees to be bound by each such covenant, restrictions, reservations, servitude and easements. Said covenants, restrictions, reservations, servitudes, and easements shall run with the land and continue to be in full force and effect until expiration as stated in each Phase and Addition.

Said covenants, restrictions, reservations, servitudes and easements as are in force on the date of expiration, shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each, without limitation, unless within six (6) months prior to the expiration of any successive period of ten (10) years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration, having an aggregate area equivalent to not less than fifty (50) per cent of the area of the total number of lots then subject to this Declaration shall be placed on record in the office of the Clerk of the Superior Court of Chatham County, Georgia, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

2. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.
3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Committee, Wilmington Park Homes Association, Inc., or by an owner of any lot in said property.

XI. MODIFICATION AND ANNULMENT OF COVENANTS, RESTRICTIONS, RESERVATIONS AND SERVICITUDES

Any of the covenants, restrictions, reservations, servitudes and easements contained in this Declaration, except those set forth in subdivision 1, 2, 5, 7, 8, 9, 10, 11, 12 and 13 of Paragraph 11 may be annulled, waived, changed or modified with respect to all or any portion of said property by Declarant, with the written consent of the owner or owners of record of the property to which such annulment, waiver, change or modification shall apply.

XII. SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded mortgage or deed of trust in good faith and for value at any time heretofore or hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat the lien or encumbrance of any such mortgage or deed of trust; provided, however the purchaser at any foreclosure sale under any such mortgage or deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this declaration.

XIII. VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant, Wilmington Park Homes Association, Inc., and to the Architectural Committee, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant, Wilmington Park Homes Association, Inc., or the Architectural Committee shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant, Wilmington Park Homes Association, Inc., or the Architectural Committee be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement, hereof whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes, and easements, the losing party in such litigation shall pay all expense, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

XIV. RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, Wilmington Park Homes Association, Inc., the Architectural Committee, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Declarant, Wilmington Park Homes Association, Inc., the Architectural Committee, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

XV. ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plat and shall assign an of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party had originally been named as Declarant instead of Declarant.

XVI. MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part or this Declaration, or in any way define, limit or describe the scope of intent of that particular section or paragraph to which they refer.

XVII. THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF Declarant has caused these presents to be executed by its sole general partner on the day and year first above written as the date hereof.

Signed, sealed and delivered in the presence of:  
Notary Public, Chatham County, Georgia

WILMINGTON PARK, a limited partnership  
by WILLIAM LATTIMORE  
Sole General Partner