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RECORDED

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*Larry D. Miller*

CLERK SUPERIOR COURT  
GLYNN COUNTY, GEORGIA

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RETURN TO: Paul H. Sanders, President  
Sea Palms Property Owners' Association, Inc.  
5 Retreat Place  
St. Simons Island, GA 31522

STATE OF GEORGIA,

COUNTY OF GLYNN.

AMENDMENT TO THE DECLARATION OF RESTRICTIONS,  
CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS,  
RIGHTS, PRIVILEGES, ETC.

RE: Sea Palms Golf and Country Club

Applicable to Sea Palms Golf and Country Club, an approved Planned Development District, subject to Glynn County, Georgia zoning ordinances, the plat of which was made by John H. Ringeling, Registered Engineer, dated April 28, 1967, and is recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia

**WITNESSETH:** On April 16, 1967, Sea Palms, Inc., a Georgia corporation, by virtue of a recorded instrument, declared that it had imposed and established restrictions, conditions, limitations, easements, rights, reservations and privileges in respect to and regarding use of the lots, areas and streets shown on the plat of Sea Palms Golf and Country Club, located on St. Simons Island, Glynn County, Georgia. This instrument was recorded in Deed Book 13-V, Page 44, in the Office of the Clerk of superior Court, Glynn County. Amendments to this instrument were subsequently recorded in Deed Book 13-V, Page 222, Deed Book 17-C, Page 681, Deed Book 17-O, Page 163, and Deed Book 0648, Page 386, respectively. These Amendments and the original instrument are

collectively referred to as the "Declaration". An Extension Agreement was entered into as of April 15, 1987, whereby the Declaration was extended for a period of twenty (20) years.

The Sea Palms Property Owners Association, Inc. (hereinafter "Association") is a Georgia corporation which was incorporated on April 16, 1974. The Georgia Property Owners Association Act confers upon the Association the right to elect to be governed by said Act by recording an amendment to its recorded declaration stating an affirmative election to be so governed. After all notices required by law were properly given, the agreement of the required majority of the members of the Association was lawfully obtained at the annual meeting held on November 9, 1999. An Amendment to the Declaration was recorded in Deed Book 707, Page 110, whereby the Association came within the purview of this Act and is now so governed.

The Association sets forth the Amended Declaration as follows:

#### I. GENERAL APPLICATION OF DECLARATION:

1. The Restrictions, Conditions, Limitations, Easements, Rights, Privileges, Reservations, and Zoning Ordinances of Glynn County, Georgia, shall apply to the various lots, areas, and streets (shown on the Plat of Sea Palms Golf and Country Club), as hereinafter set out, but shall not apply to any future extensions of said Sea Palms Golf and Country Club unless specifically imposed by Sea Palms, Inc. Such Restrictions, Conditions, Limitations, Easements, Rights, Privileges, and Reservations shall apply just as if they were fully set out in each conveyance from Sea Palms, Inc., to any person, firm or corporation conveying any of said lots, areas, or streets, and Sea Palms, Inc., agrees and binds itself to make all conveyances of land in said Sea Palms Golf and Country Club and all contracts of sale or contracts for conveyances of land in said Sea Palms Golf and Country Club, subject to said Restrictions, Conditions, Limitations, Easements, Rights, Privileges, and Reservations.

2. In an Amendment to the Declaration which was entered into on October 29, 1999, and recorded at Deed Book 0648, Page 386, The Sea Palms Corporation, successor to Sea Palms, Inc., conferred upon the Association the authority to enforce the covenants, contained in the Declaration. Whenever the term "Sea Palms, Inc." appears in this document, it shall also include The Sea Palms Corporation and any other successors to Sea Palms, Inc.

3. By virtue of its coming within the purview of the Georgia Property Owners Association Act, the Association received as a matter of law all authority enumerated by the Act with regard to, but not limited to, enforcing the Declaration.

## II. RESERVATIONS:

1. Sea Palms, Inc., reserves the right to extend said Sea Palms Golf and Country Club to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot shown on said Plat or any portion of the Plat covering unsold property, including the additions or elimination of streets, lanes and easements.

2. All streets designated on the Plat as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by Sea Palms, Inc., from time to time. The owners of property abutting on such streets shall be liable for their proportionate share of the costs of their maintenance. All such liability shall cease at such time as Sea Palms, Inc., and the Commissioners of Roads and Revenue of Glynn County, Georgia, (and/or their successors) should decide that such streets should be dedicated as public streets in whole or in part.

3. The Association reserves sole right to amend or add to the conditions, restrictions and limitations to be incorporated in deeds or contracts for deeds for any and all lots in Sea Palms Golf and Country club, provided always that the amendments to such restrictions, conditions and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained.

4. The rights and privileges reserved and set out herein shall inure to the benefit of the successors and designated assigns of the Association and Sea Palms, Inc.

## III. EASEMENTS:

### 1. UTILITY EASEMENT:

Sea Palms, Inc., reserves a perpetual easement in, on, over and under all streets, lanes and drainage and utility easements shown on said Plat, and in, on, over and under a strip of land five feet in width (unless otherwise indicated on the Plat) along the side and rear property lines of each lot and area, with full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes, to lay, install and maintain facilities for sewerage, water, gas storm drainage and other utilities therein. This Reservation shall not be construed as an obligation of the Association or Sea Palms, Inc., to provide or maintain any such activity or service

**IV. USE OF LAND:**

**1. SINGLE FAMILY RESIDENCE:**

All lots in Sea Palms Golf and Country Club in Blocks A through Z shall be used solely and only for residential purposes, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage or carport for not more than three automobiles, and/or servants quarters and/or separate guest house shall be erected upon any lot, but more than one lot may be used as a site for a single residence. Any residence erected on any building site in any of the above-mentioned Blocks shall be fully completed within twelve months of the date that ground is broken for construction.

**2. ALL OTHER AREAS:**

Use of all areas in Sea Palms Golf and Country Club (other than the single family residential lots in Blocks A through Z) shall be in accordance with applicable Restrictions, Conditions, Limitations, Easements, Rights, Privileges, and Reservations contained herein, and in accordance with applicable Glynn County, Georgia Zoning Ordinances for a Planned Development District.

**3. SETBACKS OF SINGLE FAMILY RESIDENCES  
FROM PROPERTY LINES:**

All minimum setbacks from the front and rear property lines and abutting streets are as shown and delineated on said plat of Sea Palms Golf and Country Club, and are further delineated as follows:

The minimum sideline setback from inside division lines shall not be less than fifteen (15) feet to the outermost surface of the exterior walls, columns, stanchions, and roof or extensions thereof and the minimum rear setback from the rear division line shall not be less than that distance which is ten (10%) percent of the average depth of the lot as measured from front to rear, to the outermost surface of the exterior walls, columns, stanchions, and roof or extensions thereof, unless otherwise authorized by the Association.

**4. DUAL FACING OF RESIDENCES:**

All residence buildings on lots or areas abutting the Golf Course, lake areas, and marsh areas shall be so designed and oriented on their sites as to present an attractive appearance from the Golf Course, from the lake areas, from the marsh areas, and from the street side.

**5. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS:**

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots. In no event shall any lot, or building site contain less than 18,000 square feet.

**6. SEWERAGE DISPOSAL:**

No toilets shall be maintained outside of any building erected upon any lot or area, except during construction, and all sewerage shall be disposed of in the sewer system operated by Glynn County. All applicable regulations of Glynn County must be complied with by the owner. Exceptions to the above must be approved by the Association and all appropriate Glynn County authorities.

**7. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS:**

No building, summer house, cabana, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the Association. The Association shall have the right to refuse to approve any such building plans, specifications, and grading plan which are not suitable or desirable in its sole opinion, for any reason, including pure aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, the plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned, on the outlook from the adjacent, or neighboring property. All fences, walls, barbecue pits, detached garages and guest houses shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect unless otherwise stipulated in writing by the Association and shall consist of not less than the following: Foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plan, and plot plan showing location and orientation of building on the lot or area, with all setbacks indicated. Such plans and specifications shall show, also the location of all trees having a diameter of ten (10) inches, or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in the Sea Palms Golf and Country Club without the full and active supervision of an architect or building contractor.

A landscape development plan shall be submitted, and approved by the Association before any landscaping is actually executed.

**8. SIZE OF RESIDENCE ON LOTS IN BLOCKS A THROUGH Z:**

No residence shall be constructed on any lot in Blocks A through Z with a ground floor area of less than 1600 square feet for a one-story residence, or less than 1200 square feet for a two-story residence; said square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports.

**9. CUTTING OF LARGE TREES:**

No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the lots or areas in said Sea Palms Golf and Country Club without written consent of the Association except such trees as shall be growing within twenty (20) feet of the residence to be erected thereon.

**10. MAIL BOXES:**

All mail boxes are to be located so that the front of the box is a minimum of 18 inches from a vertical line extending upwards from the edge of the pavement of the street.

**11. OFF-STREET PARKING:**

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area on his lot for his own vehicles, and at least two additional vehicles.

**12. LOT SURVEY MONUMENTS:**

If permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

**13. HIDDEN SERVICE COURT:**

A service court, or drying yard area, hidden from view from the lakes, from the marshes, from the Golf Course, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to

provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages.

**14. LAKES, WATERCOURSES AND DRAINAGE:**

No pier, wharf, or other structure of any kind shall be erected, placed or allowed on, in or over any portion of any lagoon, lake, or canal, artificial or natural, adjacent to any lot or area, and no property owner shall have any property right or interest in any such lagoon, lake or canal unless the original conveyance from Sea Palms, Inc., specifically so provides. In any event, no property owner shall take any action to change the level of any lake, watercourse, or drainage ditch without the written permission of the Association and Sea Palms, Inc. Unless otherwise agreed with the Association and Sea Palms, Inc., in writing, the owner of each lot or area abutting on any lake or through which passes a stream, drainage ditch or swale shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition. Sea Palms, Inc., and the Association reserve the right to enter into such lot and perform work deemed necessary and charge for same in the manner provided in Paragraph 67, Section V, hereof, although this does not constitute an obligation on the part of the Association.

**15. SPECIFIC PROHIBITIONS:**

- a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited.
- b. No exposed foundation piers, and no three-sided or lean-to buildings will be permitted.
- c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted.
- d. No unusually steep roof or other unusual roof lines will be permitted.
- e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal.

**16. TRAFFIC HAZARDS:**

No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard.

8. No power boats, including boats propelled by outboard motors will be permitted on the lakes.

9. No airing of bedding or external drying of clothes or wash is permitted except within the service court described in Paragraph IV Subparagraph 13, above.

10. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence or any lot or area in the Sea Palms Golf and Country Club, except as approved in writing by the Association.

#### **VI. OIL AND MINING OPERATION:**

No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any lot or area; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted, or maintained upon any lot or area.

#### **VII. MEMBERSHIP MANDATORY:**

Membership in the Association shall be mandatory for all persons owning lots in Blocks A through Z of the Sea Palms Golf and Country Club.

#### **VIII. COVENANTS RUNNING WITH THE LAND:**

These restrictions, conditions, limitations, and agreements shall be construed as covenants running with the land and shall apply to, and bind all persons, and shall be enforceable by the Association, its successors and designated assigns, or by any person who at any time shall own land in the said Sea Palms Golf and Country Club, but the failure to enforce any one, or more, shall not be deemed as a waiver of the right to do so thereafter as to the same or any subsequent breach thereof.

#### **IX. ENFORCEMENT OF COVENANTS:**

If any person or persons owning or exercising possession or control of a lot or area in said Sea Palms Golf and Country Club shall violate, or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning property in said Sea Palms Golf and Country Club, or for the Association, its successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violating, or attempting to violate any such covenants and either to prevent him or them, from doing so, or to recover damages for such violation or both.



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V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in Sea Palms Golf and Country Club any nuisance or any kind of character.
2. No trash, rubbish, garbage, debris or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.
3. No unlawful, noxious or offensive activity shall be carried on upon any lot in said Sea Palms Golf and Country Club, nor shall any thing be done thereon which is, or may become, an annoyance or nuisance to the neighborhood.
4. No parking of commercial trucks or trailers shall be permitted on the streets, lots or areas except during construction; and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-one (21) feet in length, may be parked on the parking area on each lot or area.
5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats and caged birds shall be kept upon any lot without written consent of the Association, nor shall any occupant of said Sea Palms Golf and Country Club permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said Sea Palms Golf and Country Club. No dogs or cats may be kept on said lots or areas, and bred, or maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The Association shall be the sole judge of whether such breeding constitutes a nuisance.
6. No advertising sign, or advertising matter, shall be erected upon or displayed, or otherwise exposed to view on any lot or area, or on any improvement on any lot or area in said subdivision without the written consent of the Association and the Association may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.
7. The Association reserves the right to care for vacant and unimproved and unkempt lots in said Sea Palms Golf and Country Club, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the Association to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots or area. This reservation shall not constitute an obligation on the part of the Association to perform any of the acts mentioned above.

prevent him or them, from doing so, or to recover damages for such violation or both. <sup>BK 0735</sup>Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

Failure by the Association to enforce any covenant contained herein shall not constitute a waiver of its enforcement authority as to the same, any subsequent, or other breach of covenant.

IN WITNESS WHEREOF, the undersigned Sea Palms Property Owners Association, Inc., has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be affixed under proper authority of its Board of Directors, on this 13<sup>th</sup> day of December, 2000.

SEA PALMS PROPERTY  
OWNERS ASSOCIATION, INC.

By: Paul W. Sanders

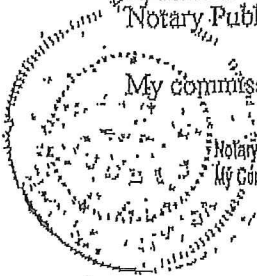
Attest: Margie D. Arvey

[CORPORATE SEAL]

Signed, sealed and delivered in  
the presence of:

Nicola S. Fletcher  
Notary Public, Glynn County, Georgia

My commission expires: \_\_\_\_\_



Notary Public, Glynn County, Georgia  
My Commission Expires April 16, 2001

Return Recorded Document to:  
Law Offices of Douglas J. Mathis  
1510 Newcastle Street, Suite 204  
Brunswick, Georgia 31520

Re: Declaration of Restrictions, Conditions,  
Limitations, Reservations, Easements,  
Rights and Privileges for Sea Palms Golf  
and Country Club recorded in the office of  
the Clerk of the Glynn County, Georgia,  
Superior Court in Deed Book 13-V, Page  
44, as the same has been amended at Deed  
Book 13-V, Page 222; Deed Book 17-C,  
Page 681; Deed Book 17-O, Page 163;  
Deed Book 648, Page 386.

**AMENDMENT TO DECLARATION OF RESTRICTIONS,  
CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS,  
RIGHTS AND PRIVILEGES FOR SEA PALMS GOLF AND COUNTRY CLUB**

STATE OF GEORGIA,  
COUNTY OF GLYNN.

KNOW ALL PERSONS BY THESE PRESENTS; that this Amendment to the Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights and Privileges for Sea Palms Golf and Country Club is made as of the 18<sup>th</sup> day of January, 2008.

**WITNESSETH:**

WHEREAS, the original Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights and Privileges for Sea Palms Golf and Country Club (hereinafter the "Declaration") dated April 15, 1967, is recorded in the office of the Clerk of Glynn County, Georgia, Superior Court in Deed Book 13-V, Page 44, which Declaration has previously been amended as set forth above; and

WHEREAS, all lot owners in Sea Palms Golf and Country Club were given proper notice of this amendment and at least two-thirds of said owners voted to approve the following changes to the Declaration:

Article IX of the Declaration is amended to add the following relative to association dues and the collection thereof:

1. Creation of lien and personal obligation. The owner of any lot in Blocks A through Z of Sea Palms Golf and Country Club or the owner of any lot in any future addition to or extension and/or enlargement of said subdivision, covenants and agrees to pay any annual or special assessment as may be levied by the Sea Palms Property Owners Association. The amount of such assessment shall be established by the Board of Directors of the Association and such amount, together with interest thereon and the cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which the assessment is levied. Each such assessment, together with interest, and the cost of collection (including a reasonable attorney's fee) shall also be the personal obligation of the lot owner at the time such amounts are assessed. Additionally, the grantee in a conveyance of a lot shall be jointly and severally liable with the grantor in such conveyance for all unpaid assessments owing as of the time of the conveyance.
2. Purpose of dues assessment. All assessments levied by the Sea Palms Property Owners Association shall be used for the purpose of promoting the safety, welfare and recreation of the members of the Association, and in particular for the improvement and maintenance of the properties, services and facilities within the control of the Association and related to the use and enjoyment of the common properties of the owners within the subdivision, including the maintenance of street lighting within Sea Palms Golf and Country Club.
3. Effect of non-payment of assessment: personal obligation of the owner. If assessments levied by the Association are not paid on the date when due, then such assessments shall be deemed delinquent and shall, together with interest late charge and penalty thereon and any cost of collection thereof, become a continuing lien on the property and shall bind the current owner and all future owners of such property, their heirs, devisees, personal representatives and assigns.
4. Non-Penalty and late charge for failure to pay assessments. The failure to pay any assessment which may be levied by the Association within 30 days after its due date shall, at the election of the Board of Directors of the Association, result in a "late charge" in a sum to be determined by said Board, but not to exceed the greater of \$10.00 or 10% of the delinquent assessment. The failure to pay any assessment within 90 days after the delinquency date shall result in the accrual of interest from the date of delinquency at the then legal rate and the Association may bring an action at law, or, by following the notice procedure hereinafter described, may foreclose the lien against the lot.
5. Notice of delinquent accounts and foreclosure of the lien. Not less than 10 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the lot owner

both at the address of the lot and at any other address or addresses which the lot owner may have designated to the Association in writing, the lien for unpaid assessments may be foreclosed by the Association by an action, judgment and foreclosure in the same manner as other liens for the improvement of real property. The notice shall specify the amount of the assessments then due and payable together with authorized late charges and interest accrued thereon. The lien subject to the foreclosure process herein specified shall also include the costs of collection, court costs, and reasonable attorney's fees actually incurred.

Article IX of the Declaration is amended to add the following relative to the enforcement of the covenants and restrictions contained within the Declaration.

1. Enforcement of Covenants. The Sea Palms Property Owners Association is hereby empowered to assess fines against owners of lots for a violation of any covenant or restriction contained within the Declaration. Such fines shall be a charge on the land and shall be a continuing lien upon the lot against which the fine is levied. Further, the Association may suspend the voting rights of the owner of any lot during the time any such violation shall continue to exist.
2. Due Process procedures. Any lot owner alleged to be in violation of any covenant or restriction shall be given written notice of the violation at the address of the lot and at any other address or addresses which the lot owner may have designated in writing to the Association. The notice shall state with particularity the violation, which covenant was violated, the amount of the fine, if any, that is to be imposed if the violation is not cured within a reasonable time (the time limit shall be set forth in the notice of violation) and shall afford the lot owner an opportunity to be heard before the appropriate Association committee on a date certain. After a finding by the committee that a violation has occurred, the committee shall notify the lot owner again in writing at the same addresses, and afford the lot owner an opportunity to appeal the committee's decision to the full Board of Directors at a date certain. If the Board upholds the committee's decision after a hearing, the fine, if any is specified in the notice or any other appropriate penalty shall be imposed until the violation is corrected. A notice of the results of the appeal shall be sent to the lot owner in the same manner as the notice of violation and shall contain the fine amount and the date of commencement of the fine, which in no event will be earlier than the date of the notice of appeal result.
3. Collection and enforcement. Any fine imposed hereunder may be collected in the same manner as the assessments through an action to foreclose the lien, and the amount of the fine will be determined by the Board of Directors upon recommendation of the appropriate committee.

This Amendment to the Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights and Privileges for Sea Palms Golf and Country Club shall be construed and interpreted under the laws of the State of Georgia and shall inure to the benefit of and be binding upon all owners as stated herein, including their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned officers of Sea Palms Property Owners Association, Inc., have hereunto set their hand as of the date set forth above.

SEA PALMS PROPERTY OWNERS  
ASSOCIATION, INC.

BY: *[Signature]*  
President

BY: *[Signature]*  
Secretary

Signed, sealed and delivered in  
the presence of:

*[Signature]*  
UNOFFICIAL WITNESS

*[Signature]*  
NOTARY PUBLIC

My Commission expires ~~My Commission expires~~ **March 13, 2010**

