

RETURN RECORDED DOCUMENT TO:
WHELCHER & MCQUIGG, LLC
504 BEACHVIEW DRIVE, SUITE 3-D
ST. SIMONS ISLAND, GA 31522

STATE OF GEORGIA
COUNTY OF GLYNN

Cross Reference – Deed Book 15-N, Page 146
Cross Reference – Deed Book 1193, Page 211
Cross Reference – Deed Book 3501, Page 22

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
SEA PALMS COLONY CONDOMINIUM**

THIS AMENDMENT to the Declaration of Condominium for Sea Palms Colony Condominium ("Amendment"), is made this 16th day of February, 2016 ("Effective Date"), by Sea Palms Colony Condominium Association, Inc. ("Association").

WITNESSETH

WHEREAS, the Declaration of Condominium for Sea Palms Colony Condominium is recorded in Deed Book 15-N, Page 146, in the Deed Records of Clerk of Superior Court of Glynn County, as amended by that certain amendment recorded in Deed Book 1193, Page 211, in the Deed Records of Clerk of Superior Court of Glynn County, and as most recently amended by that certain amendment recorded in Deed Book 3501, Page 22, in the Deed Records of Clerk of Superior Court of Glynn County; and

WHEREAS, the Sea Palms Colony Condominium is currently governed by the Apartment Ownership Act; and

WHEREAS, the Sea Palms Colony Condominium Association, Inc. desires to amend the Declaration and submit the property to the condominium form of ownership pursuant to the provisions of the Georgia Condominium Act, as the same is in effect on the date hereof (O.C.G.A. § 44-3-70 through § 44-3-117, as amended, hereinafter called the "Act"), the terms, conditions and provisions of which are incorporated herein by express reference, and the terms and conditions hereinafter set out; and

WHEREAS, O.C.G.A. § 44-3-113 provides that condominiums governed by the Apartment Ownership Act may amend their instruments, in accordance with their terms, in order to submit the property to the Act and conform their instruments to the terms of the Act; and

WHEREAS, Section 9 of the Declaration, as amended, provides for the amendment of the Declaration; and

WHEREAS, the Board of Directors has proposed and unanimously approved this Amendment; and

WHEREAS, notice of the proposed amendment was provided to all members of the Association on the 20th day of January, 2016; and

WHEREAS, at a meeting of the Association, not less than seventy-five percent (75%) of all members voted in person or if not in person, in writing, to approve said Amendment; and

NOW, THEREFORE, the Declaration of Condominium for Sea Palms Colony Condominium dated February 20, 1970 and all supplemental amendments and declarations heretofore adopted shall be amended as follows:

1. **The Sea Palms Colony Condominium shall now be governed by the Georgia Condominium Act and the terms thereof as set forth in O.C.G.A. § 44-3-70 through § 44-3-117.**
2. **Any and all references in the Declaration to the "Apartment Ownership Act" shall be deleted, if not deleted herein, and replaced with the "Georgia Condominium Act".**
3. **All capitalized terms which are used, but not defined in this Amendment shall have the meaning set forth in the Declaration.**
4. **Section 1 is hereby deleted in its entirety and replaced with the following:**

"SECTION 1.

Purpose. To continue the property, hereinafter described, and the improvements thereon to the condominium form of ownership under the provisions of the "Georgia Condominium Act" as amended from time to time

1. **Name.** The name of the Condominium shall be SEA PALMS COLONY CONDOMINIUM (the "Condominium").
2. **Property.** The Sea Palms Colony Condominium consists of land located on the east side of the 200 Block of Windward Drive in Sea Palms, St. Simons Island, Glynn County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof, along with improvements thereon consisting in part, of your (4) two story units each containing twelve (12) individually owned residences, a swimming pool and service building connected therewith, carports for twelve (12) cars attached to each unit,

streets, sidewalks, utilities, drain pipes, shrubberies, trees, and other landscaping.

3. Condominium Documents. The documents under which Sea Palms Colony Condominium exists and by which it is governed include the following:

- a. The Amended Declaration of Sea Palms Colony Condominium recorded in Deed Book 1193, Page 211, in the Deed Records of Clerk of Superior Court of Glynn County, as amended and supplemented from time to time.
- b. The By-Laws of the Sea Palms Colony Condominium Association, as amended from time to time.”

5. **Section 2, Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

“4. Common Expenses means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements.”

6. **Section 2 is hereby amended to add the following definitions:**

“16. Act means the Georgia Condominium Act, O.G.G.A. Section 44-3-70, et seq., as such act may be amended from time to time.

17. Limited Common Element means a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration.”

7. **Section 3, Paragraph 1, Subsection D is hereby deleted in its entirety and replaced with the following:**

“D. Appurtenances. Windows, drain pipes, toilet flanges, screens, doors, air conditioners, and heating units, hot water heaters, ducts, electrical wiring, water supply lines, and drain lines, whether inside or outside the boundaries of the residence, which serve only one Unit shall be deemed to be the property of the Unit Owner.”

8. **Section 3, Paragraph 2 is hereby deleted in its entirety and replaced with the following:**

“2. Maintenance by the Unit Owner. Each Unit Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit except any portion of a Unit which is expressly made the maintenance obligation of the Association as set forth in Section 3, Paragraph 3, Subsection D herein.

A. The maintenance responsibility of each Unit Owner shall include, but not be limited to, the following: all glass surfaces, windows, window frames, window screens, casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (including caulking of doors), except for periodic painting or staining of the exterior surface of entry doors and door frames of the Condominium; all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located inside or outside a Unit's boundaries (including all electricity, water, sewer, drain, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

B. In addition, each Unit Owner shall have the following responsibilities:

1. To keep in a neat, clean and sanitary condition any Limited Common Elements serving his or her Units.
2. To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.
3. To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.
4. To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Unit Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Unit Owner's next chargeable assessment.

C. In their maintenance of their Unit, the Unit Owner shall not paint, decorate, or change the appearance of any portion of the exterior of the residence except that the Board of Directors of the Association may, in their sole discretion, authorize or approve minor changes or alterations. Additionally,

the Unit Owner shall not make any changes which jeopardize the safety or soundness of any supporting portions of their residence.

D. Failure of Unit Owner to Maintain.

1. If the Board of Directors determines that any Unit Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Unit Owner written notice of the Unit Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Unit Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.
2. Unless the Board of Directors determines that an emergency exists, the Unit Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (a) an emergency exists or (b) that a Unit Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Unit Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Unit Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.
3. If the Board determines that the need for maintenance or repair is in an area for which the Association is responsible for maintenance and is caused through the willful or negligent act of any Unit Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's Unit, which shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments."

9. **Section 3, Paragraph 3, Subsection A is amended by inserting Subparagraph (4) set forth below:**

“(4) Any shutters, awning, window box, doorstep, and any other apparatus described in O.C.G.A. § 44-3-75(a)(5) designed to serve a single Unit shall be deemed to be a Limited Common Element appertaining to that Unit exclusively.”

10. **Section 3, Paragraph 3, Subsection B (6), is hereby amended as follows:**

“(6) All water pipes, drain pipes, and sewer pipes which serve more than one residence;”

11. **Section 3, Paragraph 3, Subsection C (4), is hereby deleted in its entirety.**

12. **Section 3, Paragraph 3 is hereby amended by inserting Subsection D as set forth below.**

“D. Maintenance, Repair, or Replacement of Common Elements. The Association shall maintain and keep in good repair as a Common Expense all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Unit Owner to whom the Limited Common Element is assigned as set forth in Section 3, Paragraph 3, Subsection A.”

13. **Section 3, Paragraph 4, Subsection B, is hereby deleted in its entirety and replaced with the following:**

“B. By-Laws. The By-Laws shall set forth the number of directors for the Association. Additionally, the limitations and restrictions on the powers of the Association and on the Board of Directors of the Association are set out in said By-Laws of the Association.”

14. **Section 3, Paragraph 4 is hereby amended by inserting Subsection C and Subsection D as set forth below.**

“C. Allocation of Votes. All Unit Owners shall be entitled to vote upon matters which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the Bylaws. Subject to the provisions of the Condominium Documents, the Owner of each Unit shall be entitled to one (1) equally weighted vote.

D. Method of Voting. The method by which voting may be exercised, and the rights and obligations generally of members of the Association with regard to voting, shall be in accordance with O.C.G.A § 44-3-79 and the By-Laws of the Association.”

15. Section 3, Paragraph 5, Subsection B is deleted in its entirety and replaced with the following:

“B. Common Expenses. Each Unit Owner shall be responsible for one forty-eighth (1/48th) of all assessments levied by the Board of Directors of the Association for the maintenance, repairs, replacements, and up-keep of the Common Elements (excluding the Limited Common Elements) and for the operating expenses and management in connection therewith.”

16. Section 3, Paragraph 5, Subsection C (10) and Subsection C (11) are deleted in their entirety and replaced with the following:

“(10) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Unit Owner shall be in default.

- (a) If any quarterly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month it is due, or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Unit Owner and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue on each assessment and any late charge from the due date of the assessment or part thereof.
- (b) If partial payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.
- (c) If assessments, fines or other charges or any part thereof due from an Unit Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Unit Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Unit Owner's unpaid installments of the annual assessment and of any special assessment. If a Unit Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Unit Owner. Upon acceleration, that Unit Owner shall

thereby lose the privilege of paying the annual assessment in quarterly installments for that fiscal year.

- (d) If assessments and other charges or any part thereof remain unpaid for more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and suspend the Unit Owner's and/or occupant's right to vote and the right to use the Common Elements; provided, however, the Board may not limit ingress or egress. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions.

(11) Lien Rights of Association. All sums lawfully assessed by the Association against any Unit shall constitute a lien in favor of the Association on the Unit prior and superior to all other liens whatsoever except: (1) liens for ad valorem taxes on the Unit; (2) the lien of any first priority Mortgage covering the Unit and the lien of any Mortgage recorded prior to the recording of the Declaration; and (3) the lien of any secondary purchase money Mortgage covering the Unit, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Unit. Pursuant to the provisions of O.C.G.A. § 44-3-109(b), the Board of Directors shall have the authority to establish general rules applicable to all Units providing that the lien for assessments shall include any one or more of the following: (i) a late or delinquency charge (not in excess of \$10.00 or ten percent of the amount of each assessment or installment thereof not paid when due, whichever is greater), (ii) 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 a rate not in excess of ten percent per annum, (iii) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorneys' fees actually incurred, and (iv) the fair rental value of the Condominium Unit from the time of the institution of suit until the sale of the Condominium Unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied)."

17. **Section 4, Paragraph 1, is hereby deleted in its entirety and replaced with the following:**

"1. Insurance Policies.

A. Association Policies. All insurance policies upon the common areas and facilities and the residences shall be purchased by the Board of Directors for the benefit of the Unit Owners and their mortgagees as their interest may appear. Such insurance coverage shall be written on the property in the name of the Board of Directors as trustee for each of the Unit Owners, and such policies and endorsements shall be deposited with the Insurance Trustee designated in Paragraph 4 of Section 4 of the Declaration.

B. Unit Owner Policies. Each Unit Owner shall, at its sole cost and expenses, obtain insurance coverage for the following: (1) their personal property in their Unit; (2) the alterations and additions to their Unit; (3) the structure of their Unit (with a minimum of Ten Thousand Dollars (\$10,000.00) of coverage); and (4) all risks of public liability/personal injury occurring within the boundaries of their Unit. Upon the Board of Director's request, the Unit Owner shall furnish a copy of their insurance policy(s) to the Board."

18. **Section 9 is renumbered to Section 8 and is deleted in its entirety and replaced with the following:**

"SECTION 8.

Amendment. This Declaration may be amended as follows:

1. Notice. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment.
2. Vote. Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding three-fourths (3/4ths) of the total Association vote.
3. Recording. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Clerk of Superior Court of Glynn County, Georgia."

19. **Section 10 is renumbered to Section 9 and is deleted in its entirety and replaced with the following:**

"SECTION 9.

Termination. Subject to the provisions of Official Code of Georgia Annotated, Section 44-3-98 with regard to the manner in which the termination of the Condominium shall be effected and to the consequences thereof, Sea Palms Colony Condominium, shall be terminated only by the agreement of four-fifths (4/5ths) of the Owners of the Units and of all Mortgagees of such Units except in the case of the destruction of the entire development by fire or other casualty, following which the Owners of four-fifths (4/5ths) of the Units decide not to rebuild, in which case the provisions of the By-Laws and the Declaration shall apply."

- 20. Section 11 is renumbered to Section 10.
- 21. Section 12 is renumbered to Section 11.
- 22. Section 13 is renumbered to Section 12.
- 23. Section 14 is renumbered to Section 13 and deleted in its entirety and replaced with the following:

SECTION 13.

Notices. Notices provided for in the Act, this Declaration or the Articles or By-Laws shall be in writing, and shall be addressed to any Unit Owner at his/her or their Unit at the Condominium or at such other address as hereinafter provided. Notices to the Association shall be in writing and addressed to the President of the Association at his or her Unit at the Condominium, or to such other address as may hereafter be provided for and a written notice of such change of address furnished to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered three business days after mailing by United States Registered or Certified Mail, or when delivered in person. Upon written request to the Association, the holder of any interest in any Unit shall be given a copy of all notices to be given to the Owner whose Unit is subject to such interest.”

- 24. Section 15 is renumbered to Section 14.
- 25. The following is hereby added as Section 15:

SECTION 15.

Author. The sections of the Declaration hereby amended were prepared by Britton A. Smith, 504 Beachview Drive, Suite 3-D, St. Simons Island, Georgia 31522. The author of the original Declaration is unknown at this time.”

IN WITNESS WHEREOF, the undersigned President and Secretary of the Board of Directors of the Sea Palms Colony Condominium Association, Inc. hereby certify that the amendments stated herein were duly adopted in accordance with the terms of the Declaration.

[Signatures on the Following Page]

SEA PALMS COLONY CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]

Bruce W. White President

Attest: [Signature]

Carolyn Kelly, Secretary

Signed, sealed and delivered this
16 day of Feb, 2016,
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public, State of Georgia,
County of Glynn
My commission expires:

