

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND LIMITATIONS

LINKSIDE VILLAGE AT SEA PALMS

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DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND LIMITATIONS

LINKSIDE VILLAGE AT SEA PALMS

THIS DECLARATION, made this 27 day of April, 1981, by BAY COLONY PROPERTY COMPANY, INC., a Delaware corporation, hereinafter referred to as "Declarant," recites and provides:

RECITALS

A. Declarant is the owner of that certain real property (the "Property" or "Properties") located in Glynn County, Georgia, and more particularly described in Exhibit A attached hereto and made a part hereof, and the Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property that are compatible with the character of the surrounding development known as "Sea Palms Golf and Country Club", and to promote the recreational interest, health, safety and social welfare of each owner of a portion of the Property.

B. It is the intention and desire of Declarant to develop and construct upon the Property 25 patio homes together with amenities to be known as "Linkside Village" which shall be occupied and maintained as a residential development of superior quality and condition within Sea Palms Golf and Country Club for the mutual and common advantage of all occupants and owners thereof who shall occupy and own the Property subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. The Property is presently subject to the Declaration of Restrictions, Conditions, Limitations, Reservations Easements, Rights, Privileges, etc, dated April 15, 1967 as recorded in Deed Book 13-V, pages 44-50 Glynn County, Georgia Records, as amended by amendment recorded in Deed Book 13-V, page 222-223, Glynn County, Georgia Records, as further amended by amendment recorded in Deed Book 17-C, page 681, Glynn County, Georgia Records and as finally amended by amendment recorded in Deed Book 17-0, page 163-164, Glynn County, Georgia Records. ("Sea Palms Declaration of Restrictions.")

D. Declarant desires to further provide for the preservation and enhancement of the Property as an integral part of Sea Palms Golf and Country Club, and for the maintenance of the property and the improvements thereon, and in order to accomplish such objectives, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

E. Declarant deems it desirable to create a non-profit association with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and limitations hereinafter set forth, of maintaining and administering the Common Areas and Limited Private Areas, as hereinafter defined, and collecting and disbursing the assessments and charges hereinafter created.

F. Declarant desires that the Property be developed and enjoyed as an integral part of Sea Palms Golf and Country Club, and, to that end, desires to provide that the Association coordinate its functions with those made available to other portions of Sea Palms Golf and Country Club to as great an extent as possible.

#### DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Declarant.

#### ARTICLE I

##### DEFINITIONS

Section 1. "Association" shall mean and refer to LINKSIDE VILLAGE AT SEA PALMS ASSOCIATION, INC., its successors and assigns. The form of the initial Articles of Incorporation for the Association are attached hereto as Exhibit B and designated as "Articles of Incorporation".

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is a part of the Prop-

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B. It is the intention and desire of Declarant to develop and construct upon the Property 25 patio homes together with amenities to be known as "Linkside Village" which shall be occupied and maintained as a residential development of superior quality and condition within Sea Palms Golf and Country Club for the mutual and common advantage of all occupants and owners thereof who shall occupy and own the Property subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

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#### ARTICLE I

##### DEFINITIONS

Section 1. "Association" shall mean and refer to LINKSIDE VILLAGE AT SEA PALMS ASSOCIATION, INC., its successors and assigns. The form of the initial Articles of Incorporation for the Association are attached hereto as Exhibit B and designated as "Articles of Incorporation".

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is a part of the Property, including contract sellers. Each such person or entity other than Declarant shall hold a Class A voting membership in the Association. Owners shall not include those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real Property hereinbefore described and such additions thereto as may be added in accordance with the provisions hereof.

Section 4. "Parcel" shall mean and refer to any plot of land intended as a site for a Unit and shown upon any duly recorded subdivision plat of the Properties.

Section 5. "Unit" shall mean and refer to any single family residential dwelling constructed or to be constructed on or within any Parcel.

Section 6. "Limited Private Areas" shall mean and refer to any and all portions of land lying within any Parcel but commencing beyond the exterior walls of any Unit constructed on such Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon as initially constructed by Declarant. Limited Private Areas are within the boundary lines of each Parcel being conveyed to an Owner and title and ownership of such Limited Private Areas are in the Owner of such Parcel.

Section 7. "Interior Enclosed Area" shall mean and refer to any portion of a Limited Private Area that is not visible from adjoining Parcels, Common Areas or the Golf Course ("Golf Course") that adjoins the Property.

Section 8. "Common Area" or "Common Areas" shall mean and refer to all real property included within the Properties, including common roads but not including any Parcel or Limited Private Areas, together with any and all personal property and improvements thereon, for the common use and enjoyment of the Owners. The Common Areas are not dedicated for use by the general public.

Section 9. "Declarant" shall mean and refer to BAY COLONY PROPERTY COMPANY, INC., a Delaware corporation, its successors and assigns, or to any successor or assign of all or substantially all of its interests in the development of the Property. The Declarant may also be an Owner for so long as the Declarant shall be record owner of any Parcel as defined herein.

Section 10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Limitations applicable to the Property.

Section 11. "Architectural Review Board" shall mean and refer to Declarant, or that person, or persons, from time to time appointed or designated by Declarant, its successors and designated assigns, for the purpose of exercising the right of approval of plans for improvement of any portion of the Property.

Section 12. "Master Association" shall mean and refer to any homeowner association formed by Declarant for the purpose of representation of owners of developed property within Sea Palms Golf and Country Club.

Section 13. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 14. "Mortgage" shall mean any bona fide mortgage deed to secure debt deed of trust or other instrument conveying a lien upon or security title to property.

Section 15. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 16. "Bylaws" shall mean and refer to the Bylaws of the Association attached hereto as Exhibit C.

Section 17. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions of this Declaration to additional real property and contains such complementary provisions for such property as are required by the Declaration.

Section 18. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

Section 19. "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities located outside the boundary of any Parcel and used in connection with sewage disposal, water supply and the providing of electricity, telephone, cable television and all other related services.

ARTICLE II

PROPERTY SUBJECT TO THIS  
DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property

which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of approximately 4.71 acres of land lying in Glynn County, Georgia, and is more particularly described in Exhibit A hereto.

Section 2. Additional Property. The Declarant shall have the right, for a period of five (5) years after the date hereof, from time to time and within its sole discretion, to annex to the Property additional properties, including properties now or hereafter acquired by it and property of others which is either abutting the Property (including additions thereto) or so situated that its addition will be consistent with the uniform scheme for development set forth in the Declaration.

Section 3. Other Additions. Additional lands may also be annexed to the Property upon the affirmative vote of Members holding not less than 2/3 of the total voting power of each class of the Association, at a regular meeting of the Association or at a special meeting duly called for such purpose, together with such other approvals, if any, required by law.

Section 4. Supplemental Declaration. Any such additions authorized in Sections 2 or 3 hereinabove shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional property.

A Supplemental Declaration may contain such additions to or modifications of the provisions hereof applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property that is the subject of the Supplemental Declaration, including but not limited to a provision for assessment of such property calculated on a different basis than as is set forth in this Declaration. Any such Supplemental Declaration shall become effective upon being recorded in the office of the Clerk of the Superior Court, Glynn County, Georgia.

Section 5. Mergers. Upon a merger or consolidation of the Association with another similar association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that such merger shall have been approved by the vote of 80% of the Class A membership and the assent of the Class B membership, if any, at a regular meeting or special meeting duly called for such purpose. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property.

Section 6. Effect of Annexation. In the event that any additional property is annexed to the Property pursuant to the provisions of this Article II, such additional lands shall be considered within the definition of the Property for all purposes of this Declaration, and in the event of annexation of property or merger of the Association

all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the property described in a Supplemental Declaration and (ii) any Class B shall have a majority of the votes of the Association.

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### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record Owner of a fee or undivided fee interest in any Parcel shall be a mandatory Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from title to any Unit.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Parcel. When title to a Parcel is in a corporation, partnership, association, trust or other entity (with the exception of Declarant as long as Declarant is a Class B Member), such entity shall be subject to the specific applicable rules and regulations as contained in the Book of Resolutions and Articles of Incorporation of the Association.

Class B. The Class B Member shall be Declarant and shall be entitled to two (2) votes for each vote of Class A Membership of the Association. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) On July 1, 1986.
- (ii) At such time as Declarant shall waive in writing its right to Class B membership.

### ARTICLE IV

#### OWNER'S RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area to specifically include an easement of ingress and egress over the roadways comprising a part of such Common Area, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Articles of Incorporation, Bylaws, duly adopted Book of Resolutions and the provisions contained herein below as follows:

- a. The right of the Association and Master Association to charge assessments and other fees for the maintenance of the Common Area and facilities and services provided Owners as described herein.
- b. The right of the Association to adopt rules and regulations governing the use of the Common Area, Limited

Private Areas and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.

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c. The right of the Association to assess fines, suspend the voting rights and right to the use of the Common Area by an Owner for any period which any assessment against his Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Book of Resolutions or any infraction of the provisions of this Declaration, provided, however, that the Association shall not suspend the right to use the roadways which are a part of the Common Area, or otherwise take any action which might be construed to unreasonably impair or modify an Owner's right of ingress and egress to his property.

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

e. The right of the Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on the Common Area for the purpose of improvements or repairs to Association property or facilities pursuant to approval by seventy-five percent (75%) of the Class A Members and assent of the Class B member, if any at a regular meeting of the Association or at a special meeting called for this purpose.

f. The right of the Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.

Section 2. Delegation of Use. Any Owner may delegate, subject to the Bylaws, Declaration and the Book of Resolutions, his right of enjoyment to the Common Area to the members of his family, his tenants, his guests or contract purchasers who reside on the Parcel.

Section 3. Damage or Destruction of Common Areas By Owner. In the event any Common Area or personal property of the Association or of the Declarant serving the Association, is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Special Parcel Assessment (as hereinafter defined) payable by the responsible Owner.

Section 4. Title to Common Area. Declarant hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances, other than taxes for the year of conveyance, not later than the date of termination of Class B membership.

COMMON AREA AND LIMITED PRIVATE  
AREAS; SERVICES TO OWNERS

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Section 1. Common Area. The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Limited Private Areas. In addition to maintenance of the Common Area, the Association shall provide routine landscaping maintenance for the Limited Private Areas (but not the Interior Enclosed Areas except as hereinafter provided) of each Parcel in a manner and with such frequency as is consistent with good property management. Such maintenance shall be limited to: maintenance and care (but not replacement) of trees, shrubs, grass, and other similar green areas lying within the Limited Private Areas, and shall specifically not include any other items such as glass surfaces on doors, screens and screen doors, exterior door and window fixtures, terraces, (including patio and deck improvements within the Limited Private Areas) or painting of exterior walls of Unit, roofs, gutters and downspouts, except as set forth in Section 4 below.

To the extent that maintenance is not provided by the Association, each Owner shall keep all Limited Private Areas and Units owned by him and all improvements therein or thereon in good order and repair and free of debris. In the event that an Owner shall fail to maintain those portions of the Parcel, the Limited Private Area and the Unit not maintained by the Association in a good and attractive manner, the Association, after notice to the Owner and approval by 2/3 vote of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint and maintain such Parcel, Unit and/or Limited Private Area, and such entry shall not be deemed a trespass. All costs related to such correction, repair or restoration shall become a Special Parcel Assessment as hereinafter provided. The above obligations of the Association shall not include any maintenance, repair or restoration due to fire or other casualty to the Parcels, Units and Limited Private Areas.

Section 3. Interior Enclosed Areas. Upon request of an Owner, the Association may enter into a contract for the maintenance of his Interior Enclosed Area on terms and conditions satisfactory to the Board of Directors. All costs therefor shall be included within the Special Parcel Assessment for such Parcel as hereinafter provided.

Section 4. Exterior Painting. It is anticipated that the exterior wooden portions of the Units and Limited Private Areas will need repainting and/or retreatment periodically to maintain the attractive nature of the Property. Such periodic repainting and/or retreating shall be the responsibility of the Association and shall be performed at such time or times as determined by the Board of Directors and the costs therefor shall be included within the special or general assessments applicable to all Owners (as hereinafter provided).

Section 5. Contracts. The Association may contract with the Declarant, or any other party, for the performance of all

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tenance and repair obligations under the Declaration, as the Board of Directors may determine. In the event of any such contract, the Association shall be billed by the contractor and the costs therefor shall be included within the special or general assessment, or Special Parcel Assessment, as the case may be; provided, however, that upon a majority vote of the Class A Members, all contracts concerning items that would constitute Special Parcel Assessments may be contracted for individually by each Owner, in which event each Owner will be billed directly by his contractor; provided, however, that all Parcels, Limited Private Areas and Units must, in all events, be maintained in accordance with the provisions hereof.

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Section 6. Security. The Declarant, the Board of Directors or Master Association, if established, may, but shall not be obligated to, establish security procedures with respect to the Property and all of the properties within Sea Palms Golf and Country Club. Such procedures may be adopted and from time to time changed by the Declarant, the Board of Directors or the Master Association as they determine to be appropriate to secure the properties. No representation, guaranty or warranty is made, nor assurance given, that the security systems and procedures for Sea Palms Golf and Country Club will prevent personal injury or damage to or loss of personal property. While property within Sea Palms Golf and Country Club is being offered for sale or lease by the Declarant there will be a greater number of visitors to the properties than would otherwise be the case. No representation is being made as to when such selling activity will terminate. Neither Declarant, the Board of Directors nor the Master Association shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the security system and procedures adopted from time to time. Each Owner will be obligated to pay a portion of the expenses for maintaining all of the security within Sea Palms Golf and Country Club. The expenses, so allocated, will be included within the general assessments of the Association or the Master Association.

Section 7. Water and Sewer. Each Parcel shall be connected to a public water and sewer system and each Owner shall pay all costs for the services supplied to his Parcel.

Section 8. Telephone. Telephone shall be supplied to each Parcel by the local telephone company, and each Owner shall pay all costs in connection therewith.

Section 9. Irrigation. The irrigation system serving the Property will be owned by the Association and maintained by the Association. The Association will own and maintain the system from the Property line to the sprinkler heads on each Parcel. Each Owner shall maintain his sprinkler heads in good operating order so as not to interfere with the efficient operation of the system. In the event an Owner does not so maintain the sprinkler heads, the Association shall have the right, but not the obligation, to make the necessary repairs and charge the Owner therefor with a Special Parcel Assessment in accordance with the provisions hereof.

Section 10. Trash Collection. In the event trash collection is not provided by the local government, Trash collection will be supplied by or on behalf of the Association or Master Association if established. Each Owner shall pay all costs for the services supplied to his Parcel.



Section 11. Pest Control. The Association will contract with a reputable insect control company to provide regular service to the Units and the costs therefor shall be included within the general assessment; provided, however, that such service may be discontinued by a majority vote of the Class A Members.

Section 12. Cable Television. Each Owner shall be individually responsible for cable television service to his Parcel. Neither the Association nor the Declarant shall supply such service.

Section 13. Insurance. The Association shall provide for insurance coverage in accordance with the provisions of Article XI and the costs therefor shall be included within the general assessment.

Section 14. Miscellaneous. In the event that the Master Association is formed, it is anticipated that services for the benefit of Sea Palms Golf and Country Club generally will be consolidated and the costs thereof will be shared equitably by the members of such Master Association. The costs of such services shall be assessed as part of the annual general assessments of the Association or as a separate assessment of the Master Association.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant hereby covenants and each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the following:

- a. Annual general assessments or charges;
- b. Special assessments for capital improvements and other special assessments;
- c. Annual or special additional Parcel assessments or charges.

Such assessments shall be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, when delinquent, shall also be the personal obligation of the person or entity who was the Owner of such Parcel at the time when the assessment fell due.

Section 2. General Assessment.

a. Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and, in particular, for the improvement, maintenance and operation of the Common Area and

Limited Private Areas, including the furnishing of services as set forth in this Declaration.

b. Basis for Assessment.

(1) Owner Parcels. Each Parcel upon which a Unit is certified for occupancy and which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant.

(2) Declarant Owned Parcels. Notwithstanding any provisions herein to the contrary, the Association shall not assess any Declarant owned Parcel or Parcels located within the Property so long as Class B membership exists.

c. Method of Assessment. By a majority vote of the Board of Directors, the Association shall fix the annual assessment upon the basis provided herein. The annual general assessments shall be sufficient to meet the obligations imposed upon the Association by the Declaration. The Board of Directors shall set the date or dates such assessments shall become due. The Board of Directors may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon default in the payment of any one or more installments, the entire balance of such assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Limited Private Areas, including fixtures and personal property related thereto, and provided that any such assessment shall have the assent of the Class B Member and of 2/3 of the votes of the Class A Members voting in person or by proxy at a regular meeting or special meeting duly called for that purpose. In addition, the Association may levy a special assessment at any time, by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all the Common Areas or Members of the Association. Any such "emergency assessment" shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 4. Special Parcel Assessments. In addition to the assessments authorized above, the Association shall levy in any assessment year a special assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, including any special services to such Parcel and services as described in Article V, Section 2 hereof.

Section 5. Date of Commencement of Annual Assessments. The annual general assessments provided for herein shall commence with respect to assessable Parcels on the day of conveyance of the first Parcel to an Owner who is not the Declarant. The initial assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual general assessment charged to each Parcel; provided, however, that in the event the closing and conveyance of title to such Parcel takes place on or before the 15th day of the month, a full month's assessment shall be collected. In the event the closing and conveyance of title to such Parcel takes place after the 15th day of the month, 1/2 of the month's assessment shall be collected. In addition, at the closing and transfer of title to the Owner, such Owner shall contribute an amount equal to two monthly assessment payments to the Association. This contribution shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association. Such contribution shall not be considered as a pre-payment of assessments.

Section 6. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date may, upon resolution of the Board of Directors, bear interest from the due date at a percentage rate equal to the highest rate allowed by law and shall, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees), become a lien on such Parcel. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel and interest, costs and reasonable attorneys' fees of any such action will be added to the amount of such assessment. Each such Owner, by his acceptance of title to a Parcel, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association not less than ten (10) days after notice is sent by Certified Mail, Return Receipt Requested, to the Owner, specifying the amount of the assessments then due and payable (together with authorized late charges, and interest accrued thereon), by suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at any foreclosure sale and to acquire and hold, lease, encumber and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by failure to use the Common Area or abandonment of his Parcel.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior and subordinate to the lien of any bank, savings and loan association or other institutional Mortgage now or hereafter placed upon the Parcel subject to assessment. Sale or transfer of any Parcel shall not affect the assessment lien; however, the sale or transfer of any Parcel pursuant to foreclosure of such a Mortgage may extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Notice and Quorum for any Action Authorized Under Section 3 Hereof. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast 51% of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice and quorum requirements.

Section 9. Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for an assessment, shall furnish to such Owner a certificate in writing signed by a Director, setting forth whether such assessment has been paid. Such certificate, when co-signed by the Secretary of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Budget.

a. Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

b. Preparation and Approval of Budget. Commencing with June 1, 1981 and each year thereafter, on or before December 1st, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out the responsibilities and obligations of the Association hereunder, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering to the Owners of all services required hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and, at such time as Class B Membership terminates, to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's annual general assessment as hereinbefore provided.

c. Reserves. At such time as the Class B Membership terminates, the Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies, and an adequate reserve for replacement which shall be collected as part of the annual general assessment as hereinbefore provided. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members of the Association. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy a further assessment in accordance with the provisions of Section 3 of this Article VI, which may be payable in a lump sum or in install-

ments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, the balance may be returned on a pro rata basis to all Owners who are current in the payment of all assessments due the Association.

d. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

e. Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to assessments against the Owners may be commingled in a single fund.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Areas; and (c) while the Declarant is a Class B Member, all Parcels owned by the Declarant.

Section 12. Real Estate Taxes. In the event the Common Areas owned by the Association are taxed separately from the Parcels deeded to Owners, the Association shall include such taxes as part of the general assessment. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to them becoming a lien on the Property.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Sea Palms Golf and Country Club Architectural Control. Except as expressly permitted herein, without the prior written consent of the the Architectural Review Board, no permanent improvements other than as initially developed by the Declarant, shall be constructed on the Property and no substantial or material alterations of the exterior of any Unit or the topography of the Property shall be effected. Without limiting the generality of the foregoing, no lakes, marshes, hammocks, lagoons or similar features of the Property shall be altered or changed without the prior written consent of the Architectural Review Board. In addition nothing shall be erected, constructed, planted, or otherwise placed in such a position subsequent to the initial construction of improvements on the Property by the Declarant, so as to create a hazard upon or block the vision of motorists upon any of the Common Area roads, which are part of, adjacent to or near the Property. The Declarant and the Master Association, if established, shall also have the reasonable right of ingress and egress to the Property for the purpose of preserving, maintaining or improving any roadways, lakes and lagoons or other similar areas or common

properties (whether within or without the Property).

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Section 2. The Board of Directors. In addition to approval requirements of Sea Palms Golf and Country Club Architectural Review Board, no modification, alteration or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Unit, shall be undertaken on any Parcel in the Property unless and until a plan of such construction or alteration shall have been approved in writing by the Board of Directors. No Owner shall paint or alter the exterior of his Unit, including the doors and windows, except in accordance with the provisions hereof.

Section 3. Procedures. The plans submitted to the Board of Directors and the Architectural Review Board for approval shall include (i) the construction plans and/or specifications, including all proposed landscaping, (ii) a drawing showing a rendering of all proposed improvements, and (iii) such other items as the Board of Directors or Architectural Review Board may deem appropriate. No construction on any Parcel or the Property shall be commenced and no Unit shall be modified except in accordance with such plan or modification thereof that has also been approved by separate application. No submission for approval shall be considered by the Architectural Review Board unless and until such submission, in compliance with the provisions of this Article, has been finally accepted or rejected by the Board of Directors.

Approval shall be granted or denied by the Board of Directors and Architectural Review Board based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the construction on the outlook from surrounding property and Units, and all other factors, including purely aesthetic considerations, which in the sole opinion of the Board of Directors and Architectural Review Board will affect the desirability or suitability of the construction.

The Board of Directors and the Architectural Review Board shall establish uniform procedures for the review of the applications submitted to them. These procedures shall provide (i) the time and place of meetings (ii) the submission and review procedure; and (iii) the review costs and fees, if any, to be paid by the applicant to the Association or the Architectural Review Board.

Approval or disapproval of applications to the Board of Directors or the Architectural Review Board shall be given to the applicant in writing within thirty (30) days of receipt thereof by the Board of Directors or the Architectural Review Board in accordance with the procedures adopted by the respective Boards. In the event that the approval or disapproval is not forthcoming within thirty (30) days, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the applied for improvements may be commenced provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respect to the other terms and provisions of this Declaration.

Section 4. Liability. Approval by the Board of Directors or Architectural Review Board of an application by

an Owner shall not constitute a basis for any liability of the members of the Board of Directors, members of the Architectural Review Board, the Declarant, or the Association as regards: (i) failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

Section 5. Appeal. Any Owner may appeal an adverse Board of Directors decision to the Architectural Review Board, in accordance with rules and regulations for such appeals adopted by the Architectural Review Board. The Architectural Review Board may reverse or modify such decision by the unanimous vote of the members thereof.

## ARTICLE VIII

### USE OF PROPERTY

Section 1. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Book of Resolutions:

a. Residential Use. All Parcels shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Unit, subject to all of the provisions of the Declaration, Articles of Incorporation, Bylaws and Book of Resolutions, as the same may be amended from time to time by the Board of Directors.

b. Nuisances. No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

c. Restriction on Further Subdivision. No Parcel upon which a Unit has been constructed shall be further subdivided or separated into smaller parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments; and, provided, further, that this shall not prohibit Declarant from modifying subdivision plats of the Property (i) in the event that no Parcel shown on the plat to be modified has been conveyed to an Owner or (ii) in the event that any Parcel(s) shown on the plat to be modified has been conveyed to an Owner(s), if any such Owner(s) consents to such modification, which consent shall not be unreasonably withheld.

d. Pets. Pets may be kept by an Owner on his Parcel but only if such pet does not cause a disturbance or annoyance on the Property. All pets must be held, or kept leashed at all times that they are in the Common Area or Limited Private Areas and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his or her pets. The Association reserves the right to designate specific areas within the Common Areas where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property any and all pets which create disturbances and annoyances which are to the reasonable displeasure of neighbors or other Owners.

e. Occupancy of Units. No Unit may be lived in at any time by a number of persons, including adults and minors, which said number is in excess of three (3) persons per bedroom.

f. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Parcel, Unit, Common Area or Limited Private Area, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Board of Directors, which approval may be arbitrarily withheld. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property.

g. Vehicles and Boats. The parking of any automobile upon any portion of the Property is prohibited except in areas of the Parcels expressly provided for the same or as may be approved in writing by the Board of Directors. Only automobiles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked on any of the Properties. All parking within the Property shall be in accordance with rules and regulations adopted by the Association and all parking within the other portions of Sea Palms Golf and Country Club shall be in accordance with rules and regulations adopted by Declarant. Boats or recreational vehicles shall be parked completely within the garage attached to the main residence and shall be obscured from view from the outside of such garage. No vehicles shall be parked upon the Common Area without the prior written consent of the Association and the Declarant or the Master Association, if established.

h. Clotheslines. No clothesline, or other clothes-drying facility shall be permitted in any of the Common Area, Limited Private Areas, or any area of the Property wherein the same may be visible from the Common Area, any other Parcel or the Golf Course.

i. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

j. Antennas. Unless prior written approval has been obtained from the Board of Directors, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the Property.

k. Window Air Conditioners. No window air-conditioning units shall be installed in any of the Units without the prior approval of the Board of Directors.

l. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed, or other out-building shall be permitted on any Parcel at any time, except by Declarant during the initial construction period.

m. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Parcel. No derrick or other structure designed for use in boring for oil



or natural gas shall be erected, maintained or permitted upon any Parcel or on the Property.

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n. Water Supply and Sewerage. No individual well or septic tank will be permitted on any Parcel within the Property except for temporary wells or septic tanks installed by Declarant during the initial construction period. Every Owner shall comply with the provisions of the contract for public water and sewerage applicable to his Parcel. Each Owner shall use that portion of the irrigation system within his Parcel in such a manner as will permit utilization of the irrigation system by all Owners on an equal basis, subject to applicable rules and regulations promulgated by the Board of Directors. No Owner shall make any modification or alteration of the irrigation system without the prior approval of the Board of Directors.

o. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The Board of Directors and the Architectural Review Board reserve the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

p. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Parcel. Notwithstanding, an Owner may keep and maintain a small propane gas tank for gas barbeques and fireplaces in an area on his Parcel specifically approved by the Board of Directors or allowed by rules and regulations promulgated by the Board of Directors.

q. Compliance. It shall be the responsibility of each member, family members of Owners, and their authorized guests and tenants to conform and abide by the rules and regulations in regard to the use of the Units, Parcels, Common Areas and Limited Private Areas which may be adopted in writing from time to time by the Board of Directors and the Architectural Review Board, and to see that all persons using Owner's Parcel by, through and under him do likewise.

r. Soliciting. No soliciting will be allowed at any time within the Property.

s. Access. Owners shall allow the Board of Directors or the agents and employees of the Association, the Declarant or Master Association, if established, to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the Limited Private Areas, or in case of emergency, for any purpose, or to determine compliance with this Declaration.

t. Insurance. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance for the Property, or the contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law.

u. Use. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or

requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in the Common Area.

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v. Trees. No trees of two inches in diameter, or more, at four feet above natural grade shall be cut or removed without approval of the Board.

w. Motorcycles. No motorcycles shall be allowed on the Common Roads or anywhere within the Property. This prohibition shall not apply to mopeds.

x. Golf Course Parcels. All Parcels contiguous to the Golf Course shall be subject to a twenty-five foot (25') building set back line from the boundary of the Golf Course.

Section 2. Amendments and Modifications. The Board of Directors and the Architectural Review Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Units, Parcels, Limited Private Areas, and Common Area, and any facilities or services made available to the Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to time, be posted in a conspicuous place.

Section 3. Violation. Upon violation of any of the Rules or Regulations, adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association, the Declarant, the Master Association, if established, or any Owner, may bring an action for specific performance, declaratory decree or injunction. The successful party may recover costs and attorneys' fees in such suit.

Section 4. Personal Matters. Employees of the Association and employees, agents, and workmen of the Declarant and Master Association, if established, shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors of the Association, the Declarant or the Master Association. In the event personal services are provided to Owners by any of the employees, agents or workmen of the Association, the Declarant or the Master Association, neither the Association, the Declarant nor the Master Association will assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor do they warrant such services or work. In addition, neither the Association, the Declarant, nor the Master Association shall be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services to Owners.

#### ARTICLE IX

##### RIGHT OF FIRST REFUSAL

Section 1. Right of First Refusal. Should the Owner of any Parcel receive a bona fide offer in writing to purchase (or lease for a period in excess of six (6) months) said property and be desirous of accepting said offer, he shall first submit the offer, including the amount and the terms thereof and the name and address of the Offeror, to Declarant, in writing, which shall then be given not less than fifteen days to agree to purchase or lease the property itself on said terms. Should Declarant choose not to exercise said right of first refusal, the Owner of the Parcel, or

Parcels, shall be free to sell or lease such property to said Offeror, and to no other, at the price offered, and on the same terms, or at a higher price. This restriction shall apply to all transfers of property and rentals to any family, group, association, or corporation in excess of six (6) months (including renewals) within the period of these restrictions, and any subsequent purchaser beyond the immediate Grantee or Declarant shall by his acceptance of the deed thereto, bind himself to this restriction. Declarant shall not be deemed to have waived its rights hereunder as to subsequent sales of any Parcel, or Parcels, by virtue of its failure to exercise its right of first refusal on any previous sale of such property. This refusal shall not, however, have any force or effect upon the rights, powers, or privileges (including the power of sale) contained in any deed to secure debt which any Owner executed to any bona fide lender conveying property within the Property subject to this restriction to secure a bona fide loan. If in the exercise of such power of sale the property secured thereby should be sold at public outcry, any purchaser at such sale would receive title to said property free and clear of any option or refusal rights set out in this paragraph.

Section 2. Notice to Board of Directors. Before closing on the sale or lease of a Parcel the Owner shall deliver to the Board of Directors, a written notice of his intent to sell, which notice shall contain the name and address of the prospective purchaser or tenant, and such other information as the Board of Directors may reasonably request.

#### ARTICLE X

##### UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. The Declarant hereby reserves a blanket easement for the benefit of the Property and all other property within Sea Palms Golf and Country Club upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer drainage, irrigation systems, telephones, electricity, television, cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. By virtue of this easement it shall be expressly permissible for the Declarant, and its successors or assigns, to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of the Units. This easement shall in no way affect any other recorded easements on the Property.

Section 2. Easement for Golf Course. As shown on the recorded subdivision plat(s) of the Property, several of the Parcels border on the Golf Course, including fairways. The Declarant hereby reserves, for itself, its successors and assigns, an easement over all Limited Private Areas adjoining the Golf Course for the maintenance, operation and enjoyment of the Golf Course. Such easement shall be perpetual and shall include the following rights: (i) the right to allow players upon the easement premises to retrieve or play golf balls; (ii) the right to place thereon the usual and customary out-of-bounds and hazard markers; (iii) the right to allow Golf Course employees upon the easement premises to maintain the easement premises so that it is at all times clear of high grass, undergrowth and dead tree limbs and generally, as may be appropriate for the proper maintenance of the Golf Course; and (iv) in general, the right to utilize the easement premises as an appurtenance to the Golf Course. Each Owner of a Parcel adjoining the Golf Course hereby releases the owner of the Golf Course, players and all similar parties from any liability resulting from the playing

of golf, and all related activities, on the Golf Course.

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No structure, hedge, fence, wall of any nature or similar improvement shall be placed or located on the Limited Private Area of a Parcel adjoining the Golf Course in a manner that would interfere with such easement as determined by the owner of the Golf Course.

Section 3. Encroachment. To the extent that any improvements constructed by the Declarant on or in any Parcel encroaches on any other Parcel or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment shall exist.

Section 4. Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior wall of his Unit which forms a party wall between them for support of such adjacent Parcel Owner's plants, shelves and structures approved in accordance with the provisions of Article VII, provided that such items do not structurally damage the supporting wall. Maintenance of any such adjacent exterior facing wall, and any structure affixed thereto, shall be the sole responsibility of the Owner whose Unit faces such wall. Such Owner shall also be liable and responsible for any damage to the adjacent Owner's Parcel caused by such Owner in connection with such wall.

Section 5. Maintenance. There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the Common Area and Limited Private Areas to the extent contained in this Declaration and in accordance with the Articles of Incorporation, Bylaws, and Book of Resolutions of the Association.

#### ARTICLE XI

##### INSURANCE

Section 1. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, as appropriate: (a) fire insurance with extended coverage, vandalism, malicious mischief and wind-storm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 100% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; (b) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (c) such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year but in no event shall insurance be less than \$300,000 with respect to any one person, \$500,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

Section 2. Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own

expense, liability insurance with respect to the ownership and use of his Parcel, including his Unit and Limited Private Area, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of the Unit (based upon replacement) and, upon request therefor, shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association. Nothing set forth herein shall prevent the Association, upon a majority vote of the Class A Members and the assent of the Class B Member, if any, from obtaining "group or master insurance" for the Parcels and Owners.

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Section 3. Repair and Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any Owner whose Unit is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Unit to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VII hereof.

Section 4. Termination. Anything herein to the contrary notwithstanding, in the event (i) more than 2/3 of the Units on the Property, in value, are destroyed by fire or other casualty and (ii) 80% of the Owners (either by vote at a regular or special meeting or by executing a written document, within 90 days after the date of such damage or destruction) and the mortgagees holding Mortgages on 75% of the Parcels encumbered by Mortgages agree to waive and terminate the provisions hereof, then neither the Units nor the Common Areas need be rebuilt and all insurance proceeds shall be distributed to the named insureds.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners, and the owners of property within Sea Palms Golf and Country Club, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the offices of the Clerk of the Superior Court Glynn County, Georgia, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an

extended term of three (3) years from the date of such recording.

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Section 2. Condemnation. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issued affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree such proceeds shall be added to the funds of the Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 4. Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, the Declarant (as long as it holds any interest in the Property or Sea Palms Golf and Country Club) or, insofar as such violation affects other portions of Sea Palms Golf and Country Club by any owner of any interest in Sea Palms Golf and Country Club, including the Master Association, on behalf of such owners, by a proceeding at law or in equity against any person, persons or entity violating or attempting to violate the same, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by these protective covenants and restrictions. Failure to so enforce any of these protective covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as an integral portion of Sea Palms Golf and Country Club.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

Section 7. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

Section 9. Amendment. This Declaration may be amended at any time by an instrument in writing signed by and acknowledged by Owners holding 75% of the total voting power in the Association, which amendment shall become effective upon recordation at the Glynn County Clerk of the Superior Court's Office and approval, if necessary, by the necessary governmental authority; provided, however, that as long as Declarant is an Owner or Class B Member, no otherwise valid amendment shall become effective without the written consent of the Declarant. The preceding sentence herein shall only apply to first initial sales of Units, and not to resales of Units to which the Declarant may hold title. The Declarant specifically reserves the absolute and unconditional right so long as it owns any Property to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent of joinder of any party.

Section 10. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by Mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee. If there is more than one Mortgagee holding a Mortgage on the Parcels, it shall be sufficient to obtain the written consent of all Mortgagees holding a lien on 80% or more of the Parcels; provided, however, that in the event one Mortgagee is holding a lien on 70% or more of the Parcels encumbered by the Mortgages, the written consent of such Mortgagee alone shall be sufficient. Any such required consent shall be given promptly and shall not be unreasonably withheld; any consent not given or denied within 21 calendar days of receipt thereof shall be deemed given for purposes hereof.

This Section 10 shall not apply or be construed as a limitation upon those rights of the Declarant, the Association or the Owners under this Declaration to make amendments which do not so adversely affect the Mortgagees.

Section 11. Legal Fees. Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Parcel in favor of the Association.

Section 12. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 13. Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Georgia, both substantive and remedial.

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ARTICLE XIII

MASTER ASSOCIATION

Section 1. Statement of Intent. As hereinbefore set forth in the "Recitals," the Property is located within and being developed as a portion of that certain development known as Sea Palms Golf and Country Club. It is anticipated that, in the future, owners and residents of Sea Palms Golf and Country Club may desire to join together in a Master Association or similar organization so that common services can be provided to the owners and residents of Sea Palms Golf and Country Club in an efficient and economical manner. Many of these services will be provided initially by the Association or the Declarant. The Declarant desires that these services be amalgamated at some point in the future so that the Association can function in cooperation with the Master Association, if established, serving all, or a substantial portion of Sea Palms Golf and Country Club.

Section 2. Master Association. Each Owner of a portion of the Property agrees, for himself, his successors and assigns (such agreement to run with and bind the Property and each Parcel), to become a member of the Master Association organized to provide services to all or a substantial portion of the properties within Sea Palms Golf and Country Club, as it now exists or may, in the future, be expanded or contracted.

Section 3. Rights of Master Association. Notwithstanding anything herein to the contrary, this Declaration shall not be amended in any manner so as to affect the rights of the Declarant or the Master Association, if established, without the prior written approval of the Declarant or Board of Directors of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the president and attested by the secretary of the Declarant or the Master Association. If for any reason the Association refuses to perform the obligations imposed on it hereunder and under any other documents relevant to the Property, including but not limited to collection of assessments necessary to maintain the Property in a first class, attractive manner consistent in all respects with good property management, the Declarant or Master Association, if established, shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act and any expense thereby incurred shall be reimbursed by the Association.

Section 4. Lien Rights of Master Association. The Master Association, if established will be entitled to a lien upon a Parcel for any unpaid assessment for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way medians, entrance ways, irrigation systems, traffic control systems, street lighting, security guards, fences and other facilities including lakes, athletic fields and other common areas used or to be used in common with all residents of the Sea Palms Golf and Country Club development, the payment of real estate ad valorem taxes assessed against common areas, provisions for pest control, fire protection, garbage collection and related matters.



ARTICLE XIV

SUBORDINATION

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City Mortgage Services, Inc. ("Mortgagee"), is the grantee under a deed to secure debt (the "Deed to Secure Debt") recorded in the Public Records of Glynn County in Official Records Book 22-Bat Page 78. Mortgagee joins herein to evidence its consent to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagee hereby agrees that such security interests are subordinate and inferior to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Covenants, Conditions, Restrictions and Limitations, and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of: (As to Bay Colony Property Company, Inc.)

BAY COLONY PROPERTY COMPANY, INC., a Delaware corporation

[Signature]  
Lay Witness

By [Signature]  
Its [Signature]

Notary Public, State of Fla.  
My commission expires: \_\_\_\_\_

Attest [Signature]  
Its [Signature]

SEAL  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 1 1984  
CENTRAL CITY, GEORGIA

(Corporate Seal)

Signed, sealed and delivered in the presence of: (As to City Mortgage Services, Inc.)

CITY MORTGAGE SERVICES, INC.

Mary E. Shult  
Lay Witness

By: [Signature]  
Its Vice President

[Signature]  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Attest [Signature]  
Assistant Secretary

SEAL

(Corporate Seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 24, 1984

EXHIBIT "A"  
PROPERTY DESCRIPTION

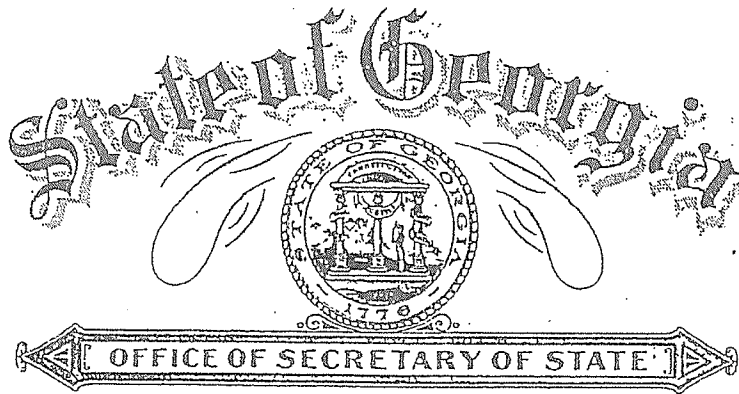
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All of that certain tract, lot, or parcel of land situate lying and being on St. Simons Island, Georgia, and being a portion of Sea Palms Golf & Country Club property and being 4.71 acres as shown on a boundary survey of Patrick C. Garner, Georgia Registered Surveyor No. 2059, dated May 27, 1979, a copy of said plat being hereto attached and made a part hereof. Said tract is more particularly described by metes and bounds as follows, to-wit:

Beginning at the point of intersection of the western boundary of North Golf Villas with the north boundary of the right of way of Windward Drive (50' right of way) said point being also located 3,077.84 feet west of the western boundary of the right of way of Palm Drive (as measured along the north boundary line of Windward Drive), as said streets are located and shown on the map of Sea Palms Golf & Country Club Subdivision by John H. Ringeling, dated April 20, 1967, and recorded in the office of the Clerk of Superior Court, Glynn County, Georgia, in Map Drawer 10, Map No. 354, and from said BEGINNING POINT running on the following stated courses for the following distances: westerly along the north curve of the right of way of Windward Drive on a curve having a delta angle of  $58^{\circ}22'$ , and tangent of 178.96 feet, and a radius of 320.43 feet for a chord distance of 50 feet; thence north  $12^{\circ}00'$  east a distance of 276.97 feet to a point; thence turning and running north  $58^{\circ}57'08''$  west a distance of 915.68 feet to a point; thence turning and running south  $83^{\circ}54'$  east a distance of 175 feet to a point; thence south  $83^{\circ}54'$  east a distance of 425 feet to a point; thence  $87^{\circ}53'$  east a distance of 224.50 feet to a point; thence south  $89^{\circ}32'$  east a distance of 99.57 feet to a point; thence turning and running south  $12^{\circ}00'$  west a distance of 695.70 feet to the BEGINNING POINT.

EXHIBIT "B"  
ARTICLES OF INCORPORATION

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*I, David B. Poythress, Secretary of State of the  
State of Georgia, do hereby certify that*

"LINKSIDE VILLAGE AT SEA PALMS ASSOCIATION, INC."

has been duly incorporated under the laws of the State of Georgia on the 30th  
day of March, 19 81, by the filing of articles of incorporation in the office of the  
Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true  
copy of said articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed the seal of my office, at the Capitol, in the City of  
Atlanta, this 30th day of March in the year  
of our Lord One Thousand Nine Hundred and Eighty  
One and of the Independence of the United States  
of America the Two Hundred and Fifth.

  
\_\_\_\_\_  
SECRETARY OF STATE, EX-OFFICIO CORPORATION  
COMMISSIONER OF THE STATE OF GEORGIA



ARTICLES OF INCORPORATION  
OF  
LINKSIDE VILLAGE AT SEA PALMS ASSOCIATION, INC.  
a not-for-profit corporation

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In compliance with the laws of the State of Georgia, the undersigned, all being sui juris and residents of Glynn County, Georgia, do hereby voluntarily associate ourselves for the purpose of forming a corporation not for profit and do hereby certify:

## ARTICLE I

NAME

The name of the corporation is LINKSIDE VILLAGE AT SEA PALMS ASSOCIATION, INC., hereinafter referred to as the "Association."

## ARTICLE II

REGISTERED AGENT

The initial Registered Agent of the Association and its address are:

John A. Dow, Jr.  
Sea Palms  
Frederica Road  
St. Simons Island, Georgia 31522

## ARTICLE III

PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residential lots (Parcels), the residences (the Units) constructed thereon, the common area and limited private areas all within that certain tract of property described in Exhibit A attached hereto, all for the mutual advantage and benefit of the members of this Association who shall be owners of the Parcels, and to promote the health, safety and welfare of the owners of the Parcels in the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For such purposes, the Association shall have and exercise the following authority and powers:

a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Limitations, (the Declaration), applicable to the property and recorded or to be recorded in the Office of the Public Records of Glynn County, Georgia, and as the same may be amended from time to time as therein provided. The Declaration is incorporated herein by this reference thereto as if set forth in detail.

b. To fix, levy, collect and enforce payment by any lawful means all charges and assessments pursuant to the terms of the Declaration. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

c. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

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d. To borrow money and, with the assent of seventy-five (75%) percent of the members, mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

e. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five (75%) percent of the members, agreeing to such dedication, sale or transfer.

f. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any merger or consolidation shall have the assent of eighty (80%) percent of the Class A members and the Class B member.

g. To act as purchasing agent for goods and services for the Association and for the benefit of the members of the Association only.

h. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Georgia, by law, may now or hereafter have or exercise.

#### ARTICLE IV

##### MEMBERSHIP

a. The objective of this corporation is the improvement of the quality of life of the residents of LINKSIDE VILLAGE, a portion of the Sea Palms development, located in Glynn County, Georgia, who are members of this Association, by providing for common areas and limited private areas to be owned and managed in accordance with the provisions of the Declaration.

b. Every person or entity who is a record owner of a fee or undivided fee interest in any Parcel, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the Association.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two (2) classes of voting memberships, as follows:

Class A. Class A members shall all be owners, with the exception of the Declarant and shall be entitled to one (1) vote for each Parcel owned. When more than one (1) person holds an interest in any Parcel, such persons shall be members of the Association. The vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Parcel. When an entity (i.e., a corporation,

company or partnership) holds an interest in any Parcel, such entity must designate, in writing to the Association, the name of the officer or persons who will occupy such Parcel and be designated as a voting member of this Association. Such designation may not be changed within any twelve (12) month period without the written approval of the Board of Directors of this Association.

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Class B. The Class B member shall be the Declarant and shall be entitled to two (2) votes for each vote of a Class A member of the Association. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. On July 1, 1986.
2. At such time as Declarant shall waive in writing its right to Class B membership.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be members of the Association, provided, however, that, until Class B membership has ceased and been converted to Class A membership, the Directors need not be members of this Association. The number of Directors of the Association shall be not less than three (3) nor more than nine (9). The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
John A. Dow, Jr.	Sea Palms Frederica Road St. Simons Island, Ga. 31522
Chuck Munn	617 Executive Villa St. Simons Island, Ga. 31522
David Francis	BAY COLONY PROPERTIES, INC. Two Faneuil Hall Marketplace Boston, Mass. 02109

At the first annual meeting after the Class B membership has ceased, the members shall elect one-third (1/3) of the Directors for a term of one (1) year, one-third (1/3) of the Directors for a term of two (2) years and one-third (1/3) of the Directors for a term of three (3) years; at each annual meeting thereafter, the members shall elect one-third (1/3) of the Directors for a term of three years. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors. While Class B membership is in existence, the Board of Directors shall be appointed and/or elected in accordance with the applicable provisions of the Bylaws of this Association.

#### ARTICLE VII

##### TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Georgia. The date on which corporate existence shall begin is the date on which these Articles Of Incorporation are filed with the Secretary of State of the State of Georgia.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of each class of members in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

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ARTICLE IX

OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

<u>Name and Title</u>	<u>Address</u>
David Francis (PRESIDENT)	BAY COLONY PROPERTIES, INC. Two Faneuil Hall Marketplace Boston, Mass. 02109
John A. Dow, Jr. (Vice President)	Sea Palms Frederica Road St. Simons Island, Ga. 31522
Chuck Munn (Secretary/Treasurer)	617 Executive Villa St. Simons Island, Ga. 31522

ARTICLE X

BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors which Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association in a manner provided for in the Bylaws.

ARTICLE XI

AMENDMENTS

This Association reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation or any amendments hereto, provided, however, that any such amendment shall require the assent of seventy-five percent (75%) of the entire voting membership; and provided, further, that no amendment shall conflict with any provisions of the Declaration. Consent of those mortgagees described in Article XII, Section 10 of the Declaration shall be required for any amendment to these Articles which impair the rights, priorities, remedies or interest of such mortgagee, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth therein.

ARTICLE XII

INDEMNIFICATION

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This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors, officers, employees or agents to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeals thereof to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIII

SUBSCRIBER

The names and residences of the subscribers of the corporation are:

David Francis	BAY COLONY PROPERTIES, INC. Two Paneuil Hall Marketplace Boston, Mass. 02109
John A. Dow, Jr.	Sea Palms Frederica Road St. Simons Island, Ga. 31522
Chuck Munn	617 Executive Villa St. Simons Island, Ga. 31522

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Georgia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 1<sup>st</sup> day of DECEMBER, 1980.

Witnesses:

*Winn Cross*  
*Kathy J. Gregory*  
*Winn Cross*  
*Kathy J. Gregory*  
*Winn Cross*  
*Kathy J. Gregory*

*David Francis*  
David Francis  
*John A. Dow, Jr.*  
John A. Dow, Jr.  
*Chuck Munn*  
Chuck Munn



STATE OF GEORGIA

COUNTY OF GLYNN

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BEFORE ME, the undersigned authority, personally appeared David Francis Oke, Jr. and Chuck Mann, who, being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of December, 1980.

Eileen H. Abbott  
Notary Public, State of Georgia  
at large.

My Commission Expires:  
March 12, 1984

RECEIVED  
MAR 30 9 45 AM '81  
SECRETARY OF STATE

RECEIVED  
MAR 30 1981  
SECRETARY OF STATE