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RECORDED

MAY 03 2000

Lee & MacMillan

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS,
AND LIMITATIONS FOR
SEA PALMS NORTH COTTAGES

ST. SIMONS ISLAND, GA 31522

MAY 03 2 11 PM '00

RECORDED

Prepared by:

Thomas J. Lee
Lee & MacMillan
300 Main Street, Suite 201
Plantation Village
St. Simons Island, GA 31522

PLEASE RETURN TO:
LEE & MACMILLAN
P.O. BOX 21159
ST. SIMONS ISLAND, GA 31522

Record & Return To:

Michael T. Humber
163 Shadow Wood Bend
St. Simons Island, GA 31522

STATE OF GEORGIA

COUNTY OF GLYNN

AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND LIMITATIONS FOR
SEA PALMS NORTH COTTAGES

WHEREAS, the Declaration (the "Declaration) of Covenants, Restrictions and Limitations for Sea Palms North Cottages dated May 1, 2000 was recorded in the Superior Court of Glynn County, Georgia in Deed Book 0670, Pages ~~401~~ et seq., and;

⁴⁰³
WHEREAS, Article X, Section 9 of the Declaration permits the same to be amended upon the affirmative vote of the owners holding seventy-five (75%) percent of the total voting power in the Association, and;

WHEREAS, in excess of the owners holding seventy-five (75%) percent of the total voting power of the Association have consented to this Amendment as evidenced by their signatures attached hereto;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Recital D. is added to the Declaration of Covenants, Conditions, Restrictions and Limitations for Sea Palms North Cottages to read as follows:

THIS AMENDMENT SUBMITS SEA PALMS NORTH COTTAGES ASSOCIATION, INC. TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

2. The following is added to Article I, Section 1 of the Declaration of Covenants, Conditions, Restrictions and Limitations for Sea Palms North Cottages:

Sea Palms North Cottages Association, Inc. is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as may be amended from time to time. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

Any action to challenge the validity of this Amendment must be brought within one (1) year of recordation in Glynn County, Georgia land records.

Said amendment to be effective as of the date of recording in the Superior Court of Glynn County, Georgia.

IN WITNESS WHEREOF, the undersigned officers of Sea Palms North Cottages Association, Inc. hereby certify that the above Amendment was duly approved by the required seventy-five (75%) percent of the total voting power.

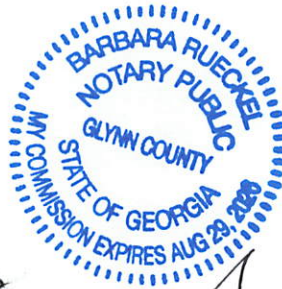
The 7th day of February, 2023.

SEA PALMS NORTH COTTAGES
ASSOCIATION, INC.

Melissa A Vail
President

Sworn to and subscribed before me,
the 7th day of February, 2023.

Barbara Rueckel
Notary Public

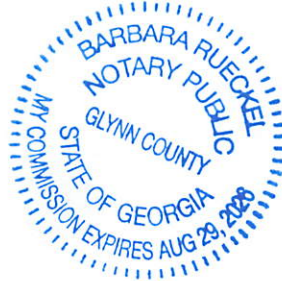


[Signature]
Unofficial Witness

James Hogan
Secretary

Sworn to and subscribed before me,
the 7th day of February, 2023.

Barbara Rueckel
Notary Public



[Signature]
Unofficial Witness

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR
SEA PALMS NORTH COTTAGES

THIS DECLARATION, made this 1st day of May, 2000, by Singleton Properties, Inc., a Georgia Corporation, hereinafter referred to as "Declarant", recites and provides:

RECITALS

A. Declarant is the owner of that certain real property (the "Real Property") located on St. Simons Island 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 and to promote the recreational interest, health, safety, and social welfare of each owner of a portion of the Real Property.

B. It is the intention and desire of Declarant to develop upon the Real Property twenty-three (23) single family residential lots together with amenities, to be known as Sea Palms North Cottages, which shall be occupied and maintained as a residential development of superior quality and condition for the mutual and common advantage of all occupants and owners thereof who shall occupy and own all or part of the Real Property subject to the provisions of the Declaration and all other rules and regulations applicable to the Real Property.

C. Declarant desires to further provide for the preservation and enhancement of the Real Property, and for the maintenance of the Real Property and the improvements thereon, and in order to accomplish such objectives. Declarant desires to subject the Real Property, together with such additions as may hereafter be made hereto, to the covenants, restriction, easements, charges and liens

hereinafter set forth, each and all of which is and are for the benefit of the Real Property and each owner of a portion thereof.

D. Declarant deems it desirable to create a nonprofit association of members 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, as hereinafter defined, and collecting and disbursing the assessments and charges hereinafter created.

DECLARATION

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

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to SEA PALMS NORTH COTTAGES ASSOCIATION, INC., a Georgia nonprofit corporation, or its successors and assigns.

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 lot which is a part of the Real Property. Each such person or entity other than the Declarant shall hold a Class A voting membership in the Association. Owners shall not include those persons having such interest merely as security for the performance of an obligation.

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

Section 4. "Lot" shall mean and refer to any plot of land intended as a site for a single family residence and shown upon the duly recorded subdivision plat of the Real Property.

Section 5. "Accessory Building" shall mean any roofed structure excluding a principal single family residence.

Section 6. "Building" shall mean any roofed structure including a single family residence, garage or any Accessory Building.

Section 7. "Building Envelope" shall mean the area within the setback limitations for the Lot available for development.

Section 8. "Common Area" or "Common Areas" shall mean and refer to all real property included within the Property, including common road and rights-of-way in the Property, which is not dedicated as a public road, and the entryway, but not including any Lot, together with any and all personal property and improvements thereon, which property is hereby declared to be 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 Singleton Properties, Inc., a Georgia Corporation, its successors and assigns. The Declarant may also be an Owner for as long as the Declarant shall be record owner of any Lot 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. "Design guidelines" shall mean and refer to design guidelines developed by the Declarant which will be used by the Architectural Review Board in approving the construction or development of a Lot in the Real Property.

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 any portion of the 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.

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 complimentary provisions for such additional real property as are required by the Declaration.

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 4.623 acres of land lying on St. Simons Island, 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 seven (7) 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 hereinafter 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. Supplemental Declaration. Any such additions authorized in Section 2 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 4. 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 or Real 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 member shall have a majority of the votes of the Association.

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 Lot 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 in the Association shall be appurtenant to title to any Lot.

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 Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; however, the vote for such a Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. When title to a Lot 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 Bylaws or 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 May 1, 2007;
- (ii) Declarant no longer owns a Lot; or
- (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 roadway comprising a part of such Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration, the Articles of Incorporation, and Bylaws, and the following provisions:

a. The right of the 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 and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.

c. The right of the Association to assess fines and suspend the voting rights of any member for any period for which any assessment against his or her Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the rules and/or regulations adopted by the Association or any infraction of any provisions of this Declaration, provided, however, that the Association shall not suspend the right to use the roadway 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 (75%) percent of the Lots has been recorded.

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e. The right of the Declarant and the Association to grant and reserve easements and right-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. 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 areas. 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 Lot Assessment (as hereinafter defined) payable by the said Owner.

Section 3. 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.

Section 4. Common Areas. The Association, subject to the rights and duties of the Owners and of the Declarant set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep the same in good, clean and attractive condition, order and repair.

Section 5. Insurance. The Association shall provide for insurance coverage in accordance with the provisions of Article IX and the costs therefor shall be included within the general assessment.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. Declarant hereby covenants, and each Owner of a Lot, 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; and
- c. Annual or special additional Lot 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 Lot 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 Lot 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 Real Property and, in particular, for the improvement, maintenance and operation of the Common Area.

b. Basis of Assessment.

(1) Owner Lots. Each Lot, whether improved or otherwise, shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant.

(2) Declarant Owned Lots. Notwithstanding any provisions herein to the contrary, the Association shall not assess any Declarant owned Lot or Lots 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 semiannual 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, 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 Area 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. Date of Commencement of Annual Assessments. The annual general assessments provided for herein shall commence with respect to assessable Lots on the day of conveyance of the first Lot to an Owner who is not the Declarant. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the annual general assessment charged to each Lot. In addition, at the closing and transfer of title to the initial Owner, such Owner shall contribute an amount equal to two monthly assessment payments to the Association. The contribution shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association. Such contribution shall not be considered as a prepayment of assessments.

Section 5. 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 Lot. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs, and reasonable attorneys' fees of such action will be added to the amount of such assessment. Each such Owner, by his acceptance of title to a Lot, 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 due and payable (together with authorized late charges, and interest accrued thereon), by suit, judgement 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 on the property 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 assessment provided for herein by failure to use the Common Area or abandonment of his Lot.

Section 6. 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 or other institutional mortgage now or hereafter placed upon the Lot subject to assessment. Sales or transfers of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. 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 Article III shall be sent to all members not less than fifteen (15) days and not more the thirty (30) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast 51% of all 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 8. Certificate of Payment. The Secretary/Treasurer of the Association, upon demand of any Owner liable for an assessment, shall furnish to such Owner a certificate in writing signed by the Secretary/Treasurer, setting forth whether such assessment has been paid. Such certificate, when

signed by the Secretary/Treasurer of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Exempt Property. The following properties subject to this Declaration shall be excepted 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 Lots owned by the Declarant.

Section 10. Real Estate Taxes. In the event the Common Areas owned by the Association are taxed separately from the Lots 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 Lot 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 VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except as expressly permitted herein, without the prior written consent of 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 residential unit or the topography of the Property shall be effected. 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 road. The Declarant shall also have the reasonable right of ingress and egress to the Property for the purpose of preserving, maintaining or improving and roadways, or easements (whether within or without the Property).

Section 2. Procedures. The plans submitted to the Architectural Review Board for approval shall include: (i) plot plan indicating location of all proposed structures and improvements; (ii) construction floor plans and elevations; (iii) landscape architectural drawings; and (iv) items required by Section 4 of Design Guidelines; and (v) such other items as the Architectural Review Board may deem appropriate or are required by the design guidelines. No construction on any Lot or the Property shall be commenced and no residential dwelling 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.

Approval shall be granted by the 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 residential units, and all other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Board will affect the desirability or suitability of the construction.

The Architectural Review Board shall establish uniform procedures to be set out in the Design Guidelines 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 procedures; 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 Architectural Review Board shall be given to the applicant in writing within thirty (30) days of receipt thereof by 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 respects to the other terms and provisions of this Declaration.

Section 3. Liability. Approval by the Architectural Review Board of an application by an Owner shall not constitute a basis for any liability of the 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 4. Appeal. Any Owner may appeal an adverse decision of the Architectural Review Board to the Board of Directors of the Association, in accordance with rules and regulations for such appeals adopted by the Board of Directors. The Board of Directors may reverse or modify such decision by the majority vote of the members thereof.

ARTICLE VII

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.

a. Residential Use. All Lots shall be used, improved and devoted exclusively to single family residential use, provided, however, that Declarant's use of any residential unit as a model for sales purpose shall not be deemed a violation of the provision. Nothing herein shall be deemed to prevent the Owner from renting or leasing a Unit, subject to all of the provisions of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations adopted by the Association, as the same may be amended from time to time by the Board of Directors.

b. Restriction on Further Subdivision. No Lot shall be subdivided or separated in to smaller lots 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 Lot shown on the plat to be modified has been conveyed to an Owner or (ii) in the event that any Lot(s) shown on the plat to be modified has been conveyed to an Owner, if any such Owner consents to such modification, which consent shall not unreasonably withheld.

c. Occupancy of Units. No single family residential 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.

d. Construction of Improvements. The construction of all improvements of any lot shall be completed within twelve (12) months from that date such construction is commenced by the Owner or his agent.

e. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Lot 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.

f. Vehicles and Boats. The parking of any automobile upon any portion of the Property is prohibited except in areas of the Lots expressly provided for the same or as may be approved in writing by the Board of Directors. Each Lot shall have a minimum of two or more spaces for guest parking. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Real Property. All parking within the Property shall be in accordance with rules and regulations adopted by the Association. Boats, recreational vehicles, or utility or travel trailers shall be parked completely within the garaged 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.

g. Driveways. The location of all driveways shall be approved by the Architectural Review Board. The driveway must be paved with an acceptable surface material such as paved concrete, exposed concrete aggregate, asphalt or shell over a 4 inch base with pressure treated wood boards. Parking areas will be paved with the same material as the driveway.

b. Clotheslines. No clotheslines, or other clothes-drying facility shall be permitted in any of the Common Area, or any Lot.

i. Garbage and Trash Containers. All garbage and trash containers will be screened from view and must be placed and maintained in accordance with such rules and regulations adopted by the Board of Directors. All containers shall be stored in an area within the building setback and in pest resistant containers. 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. Utilities and Equipment. All equipment areas, i.e., pool equipment, air conditioning equipment, water treatment equipment, etc., shall be screened in a manner compatible with the design of the Buildings and/or buffered with suitable landscaping. No through-wall or window "unit" air conditioners shall be permitted.

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

m. Oil and Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.

n. Water Supply and Sewerage. No individual well, except for irrigation purposes only or septic tank will be permitted on any Lot within the Property. All irrigation systems shall use potable water or such other water supply as approved by the Association. Every Owner shall comply with the provisions of local and state codes for the use of public water and sewerage applicable.

o. Visibility at Street Intersection. No obstruction of the visibility at roadway intersections shall be permitted. The Board of Directors reserve the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

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

q. Mailboxes. Mailbox structures will be of a material and style compatible with residence. No large or overly ornate boxes or structures will be allowed.

r. 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 residential dwellings, Lots, and Common Areas which may be adopted in writing from time to time by the Board of Directors and the Architectural Review Board.

s. Soliciting. No soliciting will be allowed at any time within the property.

t. 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.

u. Trees. No trees six inches in diameter, or more, (at four feet above natural grade) shall be cut or removed without approval of the Board of Directors.

v. Pets. Pets may be kept by an Owner on his or her Lot 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 and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his pets. The Association further reserves the right to demand that an Owner permanently move from the Property any and all pets which create disturbances and annoyance which are to the reasonable displeasure of neighbors or other Owners.

Section 2. Standards and Criteria. All Lots shall be used and improved in accordance with the following standards and criteria:

a. Setbacks. The following setback lines shall apply to each of the Lots and shall be measured from property line to exterior wall:

Front yard setback-	Twenty (20') feet
Rear yard setback-	Seven (7') feet
Side yard setback-	Seven (7') feet

b. Garages. A minimum of a two car garage and not smaller than eighteen (18') feet by eighteen (18') feet must be provided for each Lot. The location and the design of the garage shall be approved by the Architectural Review Board. No garage shall be enclosed and converted to other uses unless provisions are made for the immediate construction of a replacement garage. All garages must have garage doors. No garage door in excess of sixteen (16') feet will be permitted. Open carports will not be constructed on any Lot. The minimum finished floor elevation for any garage floor and storage floor slabs shall be seven (7') feet above mean sea level.

c. Residence's Minimum size. Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area of 1,600 square feet. Garages, open porches, outdoor storage area and accessory structures shall not be considered when calculating finished heated and cooled floor areas.

d. Elevation. When the first floor of a residence is elevated, the area below the first floor, not finished as porch, terrace or loggia must be enclosed with solid walls, lattice or other suitable material.

e. Fences. All fences shall be architecturally compatible with the design of the residence. No chain link fences shall be permitted except dark green vinyl coated fences when used in connection with a dense planted hedge. No wall or fence shall exceed eight (8') feet in height. No wall or fence shall be permitted between the street and the front elevation of the residence.

f. Pools. Spas. No above ground swimming pools will be permitted. Pools shall be part of an integrated landscape and hard surface scenery. No pool shall be permitted in the front of the residence. Prefabricated pools may be allowed if recessed into the ground, deck or patio.

Section 3. Landscaping Standards and Criteria.

a. General Statement of Intent. The Developer considers landscaping a critical design element

to the community and to the individual homes within the community. Landscape design should be integrated into the design of the home; therefore, submittal to the Architectural Review Board of a preliminary landscape plan will be required at the same time architectural drawings are submitted. The planting scheme should strive to have as strong an impact as possible at the time of installation. New planting compositions should employ single plant massing, and a limited palette of plant types in order to build unity and cohesiveness in the design.

Climatic conditions dictate that all disturbed ground be landscaped. Grass is permissible except where slope is greater than 3:1. In these areas a ground cover must be used.

b. Buffer Planting and Screening. All hard scape uses, excluding walkways and driveways, in the front and side yard areas must be visually screened from adjacent Lots. Screening can be accomplished using a landscape hedge, fence wall, or combination thereof. Screening shall blend with the overall landscaping and architecture of the residence.

ARTICLE VIII

UTILITY EASEMENT AND OTHER EASEMENTS

Section 1. Utility Easement. The Declarant hereby reserves a blanket easement for the benefit of the Property upon, cross, 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, sewage, drainage, irrigation systems, telephones, electricity, television, cable or communication 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 and assigns, to install and maintain facilities and equipment on the Property, to excavate for such purposes. This easement shall in no way affect any other recorded easements on the Property.

Section 2. Encroachment. To the extent that any improvements constructed by the Declarant on or in any Lot encroaches on any other Lot 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 3. Maintenance. There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the Common Area to the extent contained in this Declaration.

ARTICLE IX

INSURANCE

Section 1. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the insurance on the Common Areas and any improvements constructed thereon, as appropriate.

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, Board of Directors or other Owners. The Board of Directors shall review such limitations once each year but in no extent 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. 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 a 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.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in the 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, and the Owners, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Offices of the Clerk of the Superior Court, Glynn County, Georgia, after which time all of said provisions, unless prohibited by law, 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.

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

the 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 Lot 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 Lot 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, or the Declarant 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.

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 government 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.

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 Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interest 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 Lots, it shall be sufficient to obtain the written consent of all mortgagees holding a lien on 80% or more of the Lots; provided, however, that in the event one mortgagee is holding a lien on 70% or more of the

Lots encumbered by the Mortgages, the written consent of each 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 attorney's 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 Lot 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 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 filled in the minute book of the Association.

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

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:

Carol Warner
Witness

Glenn D Johnson
Notary Public

NOTARY PUBLIC, GLYNN COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 15, 2001

Singleton Properties, Inc.

By: W. Ray Singleton
Its _____ President

Attest: [Signature]
Its _____ Secretary
(Corporate Seal)

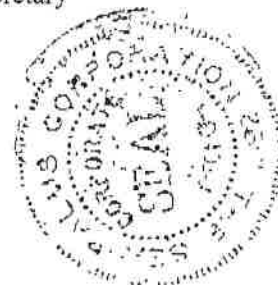
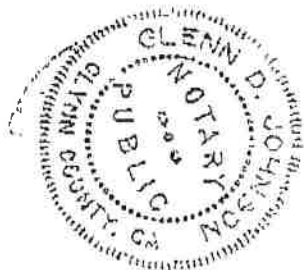


EXHIBIT "A"

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in the 25th G.M.D., on St. Simons Island, in Glynn County, Georgia, and being described and identified according to that certain plat of survey entitled "Final Plat For: Sea Palms North Cottages", prepared by Shupe Surveying Company, P.C., certified by Robert N. Shupe, Georgia Registered Land Surveyor No. 2224, dated March 30, 1999, and recorded in Plat Drawer 25, Map No. 120, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, and being more particularly described according to the aforesaid plat as ALL OF LOTS NUMBERED ONE (1) THROUGH TWENTY-THREE (23), INCLUSIVE, AND AREA DESIGNATED AS "SEA PALMS LANE", A PRIVATE FORTY-FOOT RIGHT-OF-WAY RUNNING FROM FREDERICA ROAD AND TERMINATING IN A CUL-DE-SAC.

REFERENCE is hereby made to the aforesaid subdivision plat and to the record thereof for the purposes of more particularly describing the location, metes and bounds of the subject property and for all other purposes allowed by law.

C:\LGS\SEA PALMS NORTH

Record & Return To:

Michael T. Humber
163 Shadow Wood Bend
St. Simons Island, GA 31522

STATE OF GEORGIA

COUNTY OF GLYNN

AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND LIMITATIONS FOR
SEA PALMS NORTH COTTAGES

WHEREAS, the Declaration (the "Declaration) of Covenants, Restrictions and Limitations for Sea Palms North Cottages dated May 1, 2000 was recorded in the Superior Court of Glynn County, Georgia in Deed Book 0670, Pages ~~401~~ et seq., and;

⁴⁰³
WHEREAS, Article X, Section 9 of the Declaration permits the same to be amended upon the affirmative vote of the owners holding seventy-five (75%) percent of the total voting power in the Association, and;

WHEREAS, in excess of the owners holding seventy-five (75%) percent of the total voting power of the Association have consented to this Amendment as evidenced by their signatures attached hereto;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Recital D. is added to the Declaration of Covenants, Conditions, Restrictions and Limitations for Sea Palms North Cottages to read as follows:

THIS AMENDMENT SUBMITS SEA PALMS NORTH COTTAGES ASSOCIATION, INC. TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

2. The following is added to Article I, Section 1 of the Declaration of Covenants, Conditions, Restrictions and Limitations for Sea Palms North Cottages:

Sea Palms North Cottages Association, Inc. is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as may be amended from time to time. The Declaration and all property subject to the Declaration are accordingly submitted to the Act, and any provision in the Declaration to the contrary shall be null and void.

Any action to challenge the validity of this Amendment must be brought within one (1) year of recordation in Glynn County, Georgia land records.

Said amendment to be effective as of the date of recording in the Superior Court of Glynn County, Georgia.

IN WITNESS WHEREOF, the undersigned officers of Sea Palms North Cottages Association, Inc. hereby certify that the above Amendment was duly approved by the required seventy-five (75%) percent of the total voting power.

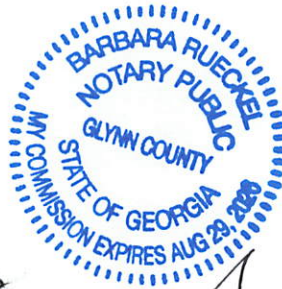
The 7th day of February, 2023.

SEA PALMS NORTH COTTAGES
ASSOCIATION, INC.

Melissa A Vail
President

Sworn to and subscribed before me,
the 7th day of February, 2023.

Barbara Rueckel
Notary Public

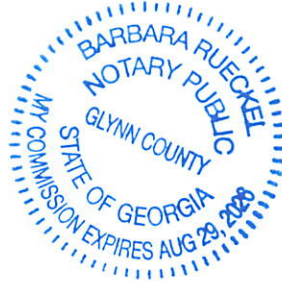


[Signature]
Unofficial Witness

James Hogan
Secretary

Sworn to and subscribed before me,
the 7th day of February, 2023.

Barbara Rueckel
Notary Public



[Signature]
Unofficial Witness

Record & Return To:

Michael T. Humber
163 Shadow Wood Bend
St. Simons Island, GA 31522

STATE OF GEORGIA
COUNTY OF GLYNN

AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND LIMITATIONS FOR
SEA PALMS NORTH COTTAGES

WHEREAS, the Declaration (the "Declaration") of Covenants, Restrictions and Limitations for Sea Palms North Cottages dated May 1, 2000 was recorded in the Superior Court of Glynn County, Georgia in Deed Book 0670, Pages 40~~3~~, et.seq., and;

WHEREAS, Article X, Section 9 of the Declaration permits the same to be amended upon the affirmative vote of the owners holding seventy-five (75%) percent of the total voting power in the Association, and:

WHEREAS, in excess of the owners holding seventy-five (75%) percent of the total voting power of the Association have consented to this Amendment as evidenced by their signatures attached hereto;

NOW, THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Limitations for Sea Palms North Cottages is hereby amended to delete Article VII, Section 1(a) in its entirety and to substitute the following in lieu thereof:

(a) Residential Use. All lots shall be used, improved and devoted exclusively to single family residential use. For the express purpose of preserving the character of Sea Palms North Cottages as a community of predominantly owner-occupied homes, the leasing of lots is prohibited except as provided herein. For purposes of this Declaration, "leasing" means the occupancy of a lot by any person or entity other than (1) the Owner (hereinafter referred to as the "Owner") of a lot; (2) the immediate family members of the Owner of a lot; or (3) if the Owner is a corporation, limited liability company, partnership or trust, the immediate family members of the majority owner of any such corporation, limited liability company or partnership or, in the case of a trust, the grantor of such trust. In addition to the above, occupancy by a roommate of an Owner shall not be considered leasing provided that the Owner continues to occupy the lot as his or her primary residence at all times and said roommate has not been procured through the services of Airbnb or VRBO or similar transient lodging company.

(1) Permitted Leasing. Notwithstanding anything contained herein to the contrary and notwithstanding any amendment that shall be made to this Declaration that prohibits or restricts a nonowner occupied Lot from continuing to be leased or rented for an initial term of six months or longer pursuant to the preamended instrument, the leasing of a Lot to a person or entity other than a person or entity described in paragraph (a) above shall be permitted upon the following terms and conditions:

(1) The term of the lease and all renewals and extensions shall be for a minimum period of at least one (1) year.

(2) All leases shall be with natural persons; provided, however, a lease to a corporation, limited liability company, partnership or a trust shall be permissible provided that said lessee is a legal entity that has designated a person to occupy the Lot as its representative and said person uses said Lot as his or her primary residence during the term of the lease or other occupancy agreement.

(2) All leases and other agreements for the permitted occupancy of a Lot by a person or entity other than a person or entity described in paragraph (a) above shall be in writing and shall be fully signed and executed prior to the commencement of the occupancy of the Lot. Upon written request from the Board, an Owner shall provide the Board with a copy of the lease together with the full name, address, email address and telephone number of the lessee within 48 hours of receipt of the request.

(3) No "for lease" signs or similar notices shall be placed on any Lot.

(4) A Lot may only be leased in its entirety; no rooms or fractions of a lot may be leased.

(5) An Owner shall provide each lessee with a copy of this Section prior to the execution of the lease and the terms hereof shall be deemed to be incorporated into each lease or other occupancy agreement for any Lot, whether or not expressly stated therein, and into the terms of any tenancy or other occupancy arrangement even if no written lease exists between and Owner and any occupant of the Lot.

(6) Each lease shall contain language that the lease may not be sublet, assigned or transferred to any other party regardless of whether the Owner consents to any such sublet, assignment or transfer.

(7) If a Lot is leased or occupied in contravention of this Section, if an unauthorized lease, tenancy or occupancy arrangement is entered into for a Lot or if the Owner or any occupant violates any provisions of this Section, any such violation shall be deemed to be a default under the terms of any lease or occupancy agreement or arrangement, and the Board shall have the right to require the Owner to evict the occupant. In addition to all other remedies permitted by this Declaration, such default shall authorize the Owner and/or the Board, as the Owner's delegate and attorney-in-face, to terminate the lease and/or occupancy and to evict all occupants, without liability, in accordance with Georgia law. In any such eviction action by the Board, the Board may terminate the occupancy rights of the occupant upon 15 days' notice, notwithstanding any notice requirement in the lease or other agreement. Once the Board invokes its right to terminate the occupancy and evict the occupant, the Owner shall have no right to extend or revive the terminated lease or occupancy in any manner whatsoever.

(8) Any costs, fees or expenses incurred by the Board in enforcing the terms of this Section, including attempts to obtain a copy of any lease that an Owner fails to provide to the Board in a timely manner, shall be levied as a fine and assessment against the responsible Owner, which fine and assessment shall be a lien against the Lot until paid in full.

(c) Any leases in existence as of the effective date of this Section shall be deemed to be in compliance until the expiration or termination of said lease. Any extension or renewal of an existing lease shall be required to be in full compliance with all of the provisions of this Section. In addition, upon the sale or conveyance for value of a Lot, such Lot shall be made to conform to all of the provisions contained in this Section as amended. For purposes of this Section, the term "conveyance for value" shall mean the transfer of a Lot for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the Lot for consideration in the amount of \$100.00 or more.

(d) The effective date of this Section shall be the date that it is filed in the real estate records of the Superior Court of Glynn County, Georgia.

IN WITNESS WHEREOF, the undersigned officers of Sea Palms North Cottages Association, Inc. hereby certify that the above Amendment was duly approved by the required seventy-five (75%) percent of the total voting power.

The 24th day of April, 2023.

SEA PALMS NORTH COTTAGES ASSOCIATION, INC.

Melissa Vail
President

Sworn to and subscribed before me, the 24 day of April, 2023.

[Signature]
Notary Public

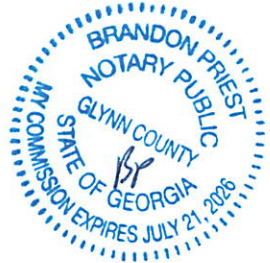


[Signature]
Unofficial Witness

James Hogan
Secretary

Sworn to and subscribed before me, the 24 day of April, 2023.

[Signature]
Notary Public



[Signature]
Unofficial Witness