

KINGSTOWNE NORTH CONDOMINIUM

DECLARATIONS

~ and ~

BYLAWS

DECLARATON OF KINGSTOWNE CONDOMINIUM

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**DECLARATION OF KINGSTOWNE CONDOMINIUM
ST. SIMONS ISLAND, GLYNN COUNTY, GEORGIA**

SECTION I

PURPOSE. The purpose of this declaration is to submit the property hereinafter described and the improvements to be constructed thereon to the condominium form of ownership under the provisions of the "Apartment Ownership Act" under the provisions of the "Apartment Ownership Act" (Georgia Laws of 1963, Vol. I, pp. 561 – 575), sections 85-1601 (b) – 1625 (b).

- 1) **The Property.** The property owned by Developer which is hereby submitted to the condominium form of ownership under the provisions of the "Apartment Ownership Act", is as follows:

Those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island in Glynn County, Georgia, described and identified according to the "Revised Plat of Island Retreat", St. Simons Island, Glynn County, Georgia", made in January 1946, in the public records of said County in Plat Book 2 originally, but now appearing in Plat Drawer 7, as Map Number 234, (said revised plat being a revision of the map and plan of said subdivision made by F.J. Torras, Civil Engineer, in August 1930, and recorded in said public records in Deed Book 4-G, pages 694 and 695, as lot numbers Fourteen (14) and Fifteen (15), of Block Six (6).

Reference is hereby made to said plats and the record thereof for further description and identification of said real property.

- 2) **Condominium.** Condominium is that form of ownership established by the provisions of the "Apartment Ownership Act" under which parcels of property intended for independent use are owned by various owners in fee simple absolute, and the parts of the property other than such independently owned parcels are owned by such owners in undivided shares as tenants in common, which undivided shares are appurtenances to the respective independently owned parcels.
- 3) **Condominium Documents.** The documents by which the Kingstowne Condominium will be established , and which are referred to in said documents as the condominium documents, and are as follows:
 - (a) **Declaration of Condominium,** herein called the declaration, which sets forth the nature of the property rights in the Kingstowne Condominium and the covenants

running with the land which govern these rights. All other condominium documents shall be subject to the provisions of the declaration.

(b) Bylaws of the Kingstowne Association of Residence Owners.

(c) Deeds by which Developer will convey particular residences in the condominium to purchasers thereof.

SECTION 2

DEFINITIONS. As used in this declaration and the other condominium documents, unless the context otherwise requires:

1. Appraisal means a determination by any three members of the Brunswick-Glynn County Real Estate Board, or its successors in purpose, assembled to determine the fair market value of the property or any portion thereof. Should any three members of said Board requested to act fail, or refuse to make an appraisal, then and in such event the Chief Executive Officer of said Association shall select the board or person to make such appraisal.
2. Assessment means a residence owner's share of the common expenses which from time to time are assessed against a residence owner by the Association in the manner herein provided.
3. Association means Kingstowne Association of Residence Owners, an unincorporated association of all of the residence owners in said condominium acting as a group, in accordance with the declaration and/or bylaws, for the purpose of administering the condominium.
4. Common areas and facilities mean all of the property not to be used for residences. The meaning of common area and facilities also includes all machinery, equipment and other personal property which is owned by the residence owners as tenants in common and which is necessary of convenient to the existence, maintenance and safety of the condominium.
5. Common expenses means (1) expenses of administration, maintenance, repairs and replacements of the common areas and facilities; (2) expenses determined by the Association to be common expenses and which are lawfully assessed against the residence owners by said Association; (3) expenses declared to be common expenses by provisions of the Apartment Ownership Act, this declaration or the bylaws, which expenses shall include the cost of all water, light and power supplied within the condominium, common areas and facilities. Public utilities for the use of each house shall be individually metered to each residence for such residence use.
6. Cubic footage means the living area of a house, as measured from floor elevations to ceilings and between the interior sides of the perimeter walls.

7. Developer means Robinson Homes, Inc., a Georgia corporation, with its principal office on St. Simons Island, in Glynn County, Georgia, which is hereby designated to receive service of process as provided in the Apartment Ownership Act.
8. Square footage means the number of square feet in the floor of a residence.
9. House means a part of the property intended for single-family residential use, including one or two more rooms, said house being located on two floors in either of two buildings, one of which contains four such houses and the other of which contains six such houses, with each house having a direct exit to the common area.
10. Majority or majority of residence owners means the residence owners with more than fifty (50) percent of the votes in accordance with the percentages assigned in the declaration for voting purposes.
11. Kingstowne Condominium means the entire co-operative undertaking pursuant to the condominium documents, which shall commence with the filing of the declaration and continue until terminated under the pertinent provisions thereof.
12. Kingstowne Association of Residence Owners means the unincorporated association of all of the residence owners acting as a group, in accordance with the declaration and/or bylaws, for the purpose of administering the condominium.
13. Person means individual, corporation, partnership, association, trustee or other legal entity.
14. Property means that property submitted to the provisions of the Apartment Ownership Act by this declaration.
15. Residence means a part of the property consisting of a house. “Residence” as used in this declaration shall have the same meaning as “apartment” in the Georgia Apartment Ownership Act.
16. Residence number means the number, letter or combination thereof designating a residence in the declaration.
17. Residence owner means the person or persons owning a residence in fee simple absolute and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in this declaration.
18. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

SECTION 3

The Condominium The condominium shall be known as Kingstowne, and shall be constituted as follows:

- 1) Development Plan. Kingstowne will be developed in the following manner:
 - a) Residences shall be located only as shown on the survey and master plan made by John H. Ringeling, Registered Engineer No. 751, the original of which is filed in the office of the Clerk of Glynn Superior Court and in accordance with the plans and specifications thereof made by Kingsberry Homes Corporation, revised on March 1, 1971, copies of which are filed in said public records. All of the property shall be common areas and facilities, except for the residence itself.
 - b) Easements are reserved for utilities.
 - c) Improvements. The improvements constructed on the property are as follows:
 - (1) Residences. The residences are intended exclusively for single-family residential purposes and are restricted for such use. The total square footage of each residence of the condominium is not less than 1,000 square feet, including patios, said patio is the area adjacent to the house and is enclosed by a wooden fence. Each residence includes a house of frame and tabby construction, built substantially in accordance with plans and specifications prepared by KINGSBURY HOMES CORPORATION, or plans and specifications approved by Developer. A plat will be filed, showing the parcel in which the residence within the parcel and its letter/number identification. Such plat, together with plans and specifications for this construction of the house, will be filed with this declaration or as an amendment hereto. Filed herewith is requisite information concerning construction of Residences A, B, C, D, E, F, G, H, I, and J as per plats and building plans similarly identified and filed herewith.
 - (2) Common areas and facilities. The condominium includes the following improvements as part of the common areas and facilities:
 - (a) Water supply facilities, sanitary sewage disposal facilities and storm drainage facilities, each of which will be connected with the corresponding utility system of Glynn County, Georgia, as shown on the Master Plan by John H. Ringeling, Registered Engineer No. 751, and attached hereto.
 - (b) Electrical power supply facilities to be connected with the Georgia Power Company, as shown on the Master Plan.
- 2) Residences. The residences shall be constituted as follows:
 - a) Real Property. Each residence, together with its undivided interest in the common areas and facilities, shall for all purposes constitute real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other real property, subject to the provisions of the condominium documents.

- b) Boundaries. Each residence shall include all of the space within the boundaries of the residence, which boundaries shall be determined as follows:
- (1) Horizontal boundaries. The floor and ceiling of any residence as is shown on the plot plan for such residence.
 - (2) Vertical boundaries. The vertical boundaries of the residence of the residences are as shown on the plot plan for such residences, and shall be the inside walls thereof.
- c) Appurtenances. The ownership of each residence shall include, and there shall pass with each residence as appurtenances thereto whether or not separately described, all of the rights, title and interest of a residence owner in the condominium property, which shall include, but not be limited to:
- (1) Common areas and facilities. An undivided interest in the common areas and facilities, such share being in the percentage defined and established in this declaration, or an amendment hereto, and as stated in the deed to the residence. Each purchase of a residence in the development of said condominium shall own an undivided one-tenth (1/10th) interest in all common areas and facilities.
 - (2) Association membership and interest in the funds and assets held by the Association. Such membership shall include the right to vote on all matters which under the declaration and bylaws are required or authorized to be decided by residence owners. The vote of each residence owner shall be in the percentage as such residence owner's percentage of undivided interest in the common areas and facilities.
- d) Cross easement of support. Every portion of a residence contributing to the support of an abutting residence shall be burdened with an easement of support for the benefit of such abutting residence.
- e) Maintenance. Maintenance of a residence shall be the responsibility of the residence owner, which responsibility shall include but not be limited to the following:
- (1) To maintain, repair and replace, subject to the provisions of subparagraph (4) of this paragraph 2(e) of this Section 3, at his expense all portions of the residence, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, which are contained within the residence, such to be done without disturbing the rights of other residence owners.
 - (2) Not to paint or otherwise decorate, or change the appearance of any portion of the exterior of the residence except as provided in this declaration or the bylaws of the Association.
 - (3) Except as provided in this declaration, no residence owner shall make any alteration or addition to, or service any parts of, or do any work which would jeopardize the safety or soundness of, any portion of the residence, which

supporting portions shall include but not be limited to the outside walls of the residence and any load-bearing walls or columns within the residence.

- (4) Provided, however, that nothing contained in this paragraph 2 (e) of SECTION 3 shall authorize or require the residence owner to repair, reconstruct or rebuild all or any part of his residence under any circumstances in which the responsibility for such repair, reconstruction or rebuilding is placed upon the Association under the provisions of SECTIONS 5 or 6 of this declaration.
- 3) Common areas and facilities. Ownership and use of the common areas and facilities shall be governed by the following provisions:
 - a) Percentages of undivided interest of each residence owner shall be the percentage of undivided interest in the common areas and facilities shall be as follows:
 - (1) Percentage of undivided interest of each residence shall be the percentage derived by dividing the number of residences by 100, which percentage shall be stated in the deed to the residence.
 - (2) Developer's percentage of undivided interest at any particular time shall be the percentage derived by subtracting from 100 the total at said time of the percentages of all residence owners; provided, however, such undivided interest of Developer shall be restricted as follows:
 - (1) In the event the property is removed from the provisions of the Apartment Ownership Act, or the Association does not determine to repair, reconstruct or rebuild after damage or destruction to all or part of the property, then, in either of such events, Developer's undivided interest in the property thereafter owned in common by the residence owners shall be limited to that portion, if any, of the Developer's undivided interest which is attributable to Developer as a residence owner. Such lien of Developer shall be junior to the liens provided in Section 3(c) of the Apartment Ownership Act.
 - (2) Developer shall be liable for its share of the common expenses as set forth in paragraph 4 (a) of Section 3 of this declaration.
 - (3) Developer shall be entitled to membership in the Association, and shall be entitled to cast a vote equal to its percentage of undivided interest on all matters upon which members can vote.
 - (3) Percentages of undivided interest of the residence owners as defined and determined in accordance with this declaration may be altered only by consent of all the residence owners expressed in an amended declaration duly recorded.
 - (a) Appurtenant to residences. The percentage of undivided interest of a residence owner in the common areas and facilities is appurtenant to the residence owned by him. No appurtenance may be separated from the residence to which it appertains, and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the residence whether or

not expressly mentioned or described in a conveyance or other instrument describing the residence.

- (b) Covenant against partition. The common areas and facilities shall remain undivided and no residence owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common areas and facilities except as provided in the Apartment Ownership Act.
 - (c) Non-exclusive possession. Each residence owner and the Association may use the common areas and facilities for the purposes for which they are intended, but no such shall hinder or encroach upon the lawful rights of the other residence owners.
 - (d) Maintenance and operation. The maintenance and operation of the common areas and facilities shall be the responsibility and the expense of the Association.
 - (e) Alteration and improvement. After construction of all improvements to the common areas and facilities as set forth in this declaration, there shall be no alteration or further improvement thereto except as provided in this declaration.
- 4) Assessments. Assessments against the residence owners shall be determined by the Manager and shall be governed by the following provisions:
- a) Share of expense.
 - (1) Common expenses. Common expenses shall be the liability of all the residence owners, but each residence owner shall be liable for only the percentage of common expenses equal to his percentage of ownership in the common areas and facilities; provided, however, that Developer shall be liable for the percentage of common expenses equal to the percentage of ownership in the common areas and facilities held by it under provisions of paragraph 3(a) of this declaration.
 - (2) Individual expenses. Each residence owner shall be liable for all expenses attributable to his ownership, use or occupancy of his residence, excepting only the expenses indicated in subparagraph (1) above, of this paragraph 4(a) of this Section 3. Such individual expense shall include but not be limited to taxes on the residence and its appurtenances, water, telephone service to the residence and electrical and/or gas service to the residence.
 - (a) Accounts. All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the residence owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be follows:

- (1) Common expense account to which shall be credited collections of assessments for common expenses.
- c) Assessments for recurring expense. Assessments for recurring expense for each expense account shall include the estimated expenses chargeable to the account, and a reasonable allowance for contingencies and reserve, less the unneeded fund balances credited to that account. Assessments for recurring expense shall be made for the calendar year annually in advance on December 20 proceeding the year for which the assessments are made. Such assessments shall be due in twelve equal consecutive monthly payments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
- 1) Common expense. The total of the assessments for recurring expense for the general expense account shall not be more than 105% of the assessments for this purpose for the prior year unless approved in writing by owners of not less than seventy-five (75) percent of the total vote of the Association. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by owners of not less than seventy-five (75) percent of the total vote of the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in monthly installments on the first day of each month thereafter during the year for which the assessment is made.
- d) Assessments for emergencies. Assessments for expenses of emergencies for each expense account which cannot be paid from the assessments from recurring expense shall be made only after notice of the need therefore to the residence owners. After such notice, and upon approval in writing by owners of a majority of the total vote of the Association, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Manager may require.
- e) Assessments for liens. All liens of any nature, including taxes and special assessments levied by governmental authority, which are a lien upon more than one residence or any portion of the common areas and facilities shall be paid by the Association as a common expense and shall be assessed against the residences in the same percentages as other common expenses are assessed.
- f) Assessment roll. The assessments for expenses for each expense account shall be set forth upon a roll of the residences which shall be available in the office of the Association for inspection at all reasonable times by residence owners. Such roll shall indicate for each residence the name and address of the owner, the assessments for all purposes and the amounts paid and unpaid of all assessments.
- g) Liability for assessments. A residence owner shall be liable for all assessments coming due while he is the owner of a residence, and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Such liability may not be avoided by waiver of the use or the enjoyment of any common elements, or by abandonment of the residence for which the

assessments are made. A purchaser of a residence at a judicial sale shall be liable only for assessments coming due after such sale or for the upcoming year.

- h) Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon:
 - (1) The Residence, and all appurtenances thereto, when a notice claiming the lien has been recorded by the manager in the office of the Clerk of the Superior Court of Glynn County, but which claim of lien shall not be recorded until the payment is unpaid for not less than ten days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of the lien is satisfied.
 - (2) All Tangible Personal Property located in the residence.
- a) Collection.
 - (1) Interest, Application of Payments. Assessments and installments thereon paid on or before ten days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due. All interest collected on principal due the common expense account shall be credited to said account.
 - 2) Suit. The Association may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the liens securing the assessments, or by any other competent proceeding, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of the judgment or decree together with interest thereon at the rate of 8% per annum and all costs incident to the collection and proceedings, including attorneys fees, not to exceed 15% of the principal amount collection.
 - 3) All assessments, and all interest accrued thereon, must be collected by the Association by whatever lawful means are necessary; provided, however, that any such collection may be postponed for a period not to exceed four (4) months if the Manager determines that a delinquency in payment is caused by special hardship justifying such moratorium.
5. Administration. The administration of the condominium, including but not limited to the acts required of the Association, including but not limited to the acts required of the Association by the condominium documents, and the maintenance, repair, replacement and operation of the common areas and facilities, shall be the responsibility of the Association and shall be governed by the following provisions:
 - (a) Kingstowne Association of Residence Owners. The Association shall be organized as an unincorporated association under the name Kingstowne Association of Residence Owners.

- (b) Bylaw of the Association shall be in the form attached hereto as an exhibit until such are amended in the manner provided in the Apartment Ownership Act, this declaration, and he bylaws
- (c) Duties and powers of the Association shall be those set forth in the condominium documents, together with those reasonably implied to affect the purposes of the Association and the condominium. Such duties and powers shall be exercised in the manner provided by the condominium documents.
- (d) Chief executive officer of the Association shall be the Manager, who shall be employed upon the favorable vote of a majority of the whole Board of Directors, and shall hold tenure until discharged by a vote of a majority of the whole board. During his tenure the Manager shall exercise all the powers, and shall be responsible for performance of all the duties, of the Association as provided in the Apartment Ownership Act, this declaration, and the bylaws, excepting only those powers and duties specifically and exclusively assigned to the other officers, the Board of Directors or the members of the Association by the Apartment Ownership Act, this declaration, or the bylaws. The Manager may be an individual or a corporation, as the Board of Directors shall determine. If the Board of Directors determines to discharge the Manager, as authorized above, the Manager shall receive 30 days notice, or 30 days salary in lieu thereof. The Manager shall be bonded in such amount as the Board of Directors shall require.
- (e) Notice for any purpose may be given by the Association to residence owners and the residence owners to the Association in the manner provided or notice to members of the Association by the bylaws of the Association.
- (f) Limitation of Liability. Notwithstanding the duty of the Association to maintain, repair and replace part so the common areas and facilities, the Association shall not be liable for injury or damage caused by the elements, or residence owners or other persons.
- (g) Developer shall administer the condominium and the Association will not come into existence, notwithstanding the above provisions of this paragraph 5 of the Section 3, until (I) certification of the Association by Developer that construction of all residences planned to be erected in the condominium has been completed, or (ii) January 1, 1973, whichever event first occurs. Prior to the occurrence of either of such events, Developer will perform the duties, and will exercise the powers of the Association, including those of the manger and the Board of Directors, as specified in the condominium documents, such services to be performed without compensation to Developer.

SECTION 4

Insurance. Insurance, other than title insurance, which shall be carried upon the common areas and facilities and the residences shall be governed by the following provisions:

- 1) **Authority to Purchase.** All insurance policies upon the common areas and facilities and the residences shall be purchased by the Manager for the benefit of the residence owners and their mortgagees as their interests may appear. Such insurance coverage shall be written on the property in the name of the Manager as trustee for each of the residence owners in the percentages established in this declaration. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of residence owners, and such policies and endorsements shall be deposited with the Insurance Trustee designated in paragraph 4 of Section 4 of this declaration. Residence owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, and all such insurance from an insurance company from the Manager purchases policies covering the same risk, liability or peril, upon the condominium property if the Association has such coverage.
- 2) **Coverage.** All buildings and improvements upon the property, and all personal property included in the common areas and facilities, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Manager. Such coverage shall afford protection against:
 - a) **Loss or Damage by Fire** and other hazards covered by a standard extended coverage endorsement; and
 - b) **Other Risks** as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings in Sea Palm Colony, including but not limited to, vandalism and malicious mischief.
 - c) **Public liability**, in such amounts and with such coverage shall be required by the Manager of the Association, and with cross liability endorsement to cover liabilities of the residence owners as a group to a residence owner.
 - (d) **Workmen's' compensation policy** (if applicable) to meet the requirements of the law.
- 3) **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the common expense account.
- 4) **Assured.** All insurance policies purchased by the Manager shall be for the benefit of the Association and the residence owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to a trustee, which shall be a banking institution in Glynn County, Georgia, with trustee powers, as may be selected by the Manager, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and held the same in trust for the purpose elsewhere stated herein and for the benefit of residence owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:
 - a) **Common Area and Facilities.** Proceeds on account of damage to common areas and facilities shall be held in undivided shares equal to the respective percentages of the residence owners in the common areas and facilities;
 - b) **Residence.** Proceeds on account of residences shall be held in the following undivided shares:

- (1) Partial Destruction when the damaged residences are to be restored – for the owners of damaged residences in proportion to the cost of repairing the damage suffered by each residence owner.
 - (2) Total Destruction of the residences or when residences are not to be restored p for owners of all residences in the condominium, each owner's share being in proportion to his percentage of interest in the common areas and facilities.
- c) Mortgagees. In the event a mortgage endorsement has been issued as to a residence, the share of the residence owner shall be held in trust for the mortgagee and the residence owner as their interests may appear.
- 5) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to the or for the benefit of the beneficial owners in the following manner:
- a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefore.
 - b) Repair, Reconstruction or Rebuilding. If the damage for which the proceeds are paid is to be repaired, reconstructed or rebuilding, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to residence owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a residence and may be enforced by him.
 - c) Failure to Repair, Reconstruct or Rebuild. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired, reconstructed or rebuilt, the remaining proceeds shall be distributed to the beneficial owners and their mortgagees being payable jointly to them. This is covenant for the benefit of any mortgagees of a residence owner and may be enforced by him.
 - d) Certificate. In making distribution to residence owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Manager as to the names of the residence owners and their respective shares of the distribution.
- 6) Manager as Agent. The Manager is hereby irrevocably appointed agent for each residence owner to adjust all claims arising under insurance policies purchased by the Association .

SECTION 5

Repair, Reconstruction or Rebuilding after Casualty

- 1) Determination by Association. If all or part of the property in the condominium is damaged or destroyed by casualty, the Association shall determine whether or not to repair, reconstruct

or rebuild. Such determination shall be made as follows:

- a) Common Areas and Facilities. If the damage is confined to the common areas and facilities, the damaged areas shall be repaired, reconstructed or rebuilt unless 80% of the total vote of the Association shall decide, within 30 days after the casualty, not to repair, reconstruct or rebuild.
- b) Residences.
 - (1) Lesser Damage.
 - (a) No residence Untenable. If any residence is damaged but no residence is rendered untenable, the property damaged (including residences and common areas and facilities) shall be repaired, reconstructed or rebuilt upon the written application of any residence owner.
 - (b) Residence Untenable. If the property is so damaged that any residence is rendered untenable, but the number of such untenable residences does not exceed thirty percent of the total number of residences, the property damaged (including residences and common areas and facilities) shall be repaired, reconstructed or rebuilt unless sixty percent of the total vote of the Association shall decide, within thirty (30) days after the casualty, not to repair, reconstruct or rebuild.
 - (2) Major Damage. If the property is so damaged that more than thirty percent of the total number of residences are rendered untenable, the property damaged (including residences and common areas and facilities) shall not be repaired, reconstructed or rebuilt unless a majority of the total vote of the Association shall approve such action; provided, however, that any residence owner who dissents from such determination by the Association may force the Association to buy his residence at its fair value, as determined by appraisal, if the cost of such repair, reconstruction and rebuilding exceeds by more than ten (10) percent the value of the condominium property prior to the casualty.
 - (3) Plans and Specifications. Any such repair, reconstruction or rebuilding must be substantially in accordance with the plans and specifications for each original building, or as such building was constructed, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.
 - (a) Certificate. The Insurance Trustee may rely upon a certificate of the Manager to determine whether or not the property damaged or destroyed is to be repaired, reconstructed or rebuilt.
2. Estimate of Costs. Immediately after determination by the Association that the damaged property shall be repaired, reconstructed or rebuilt, the Manager shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before casualty.
3. Assessments. If the proceeds of insurance covering the common areas and facilities of any residence are not sufficient to defray estimated costs of repair, reconstruction or rebuilding of the particular property insured, the Manager shall assess the owner, or owners, as the case may be, of the particular property to cover such excess of costs, which assessment shall be collected and enforced in the manner for other assessments in paragraph 4 of Section 3 of this declaration. If

any time during repair, reconstruction or rebuilding, or upon completion thereof, the funds for payment of the costs thereof are insufficient, assessments shall be made, as authorized in this paragraph 3 of this SECTION 5, in sufficient amounts to provide funds to cover such excess of costs. Such assessments shall be made as follows:

- (a) Common Areas and Facilities. The Manager shall assess such excess of costs applicable to common areas and facilities against the residence owners in percentages equal to their respective percentages of ownership in the common areas and facilities;
 - (b) Residences. The Manager shall assess of costs applicable to any residence against the residence owner thereof.
4. Construction Funds. The proceeds of insurance held by the Insurance Trustee and funds collected by the Manager from assessments against residence owners shall constitute a construction fund payment of costs of repair, reconstruction and rebuilding.
- (a) Association. The sums paid upon assessments to defray estimated costs of repair, reconstruction and rebuilding shall be deposited by the Manager with the Insurance Trustee.
 - (b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Manager from collections of assessments against residence owners on account of such casualty, shall constitute a construction fund which shall be held by the Insurance Trustee in separate accounts for repair, reconstruction or rebuilding of the damaged property, one such account for each damaged residence and one for any common areas and facilities sustaining damage.
 1. Disbursement. The construction fund shall be disbursed in payment of costs of repair, reconstruction, or rebuilding upon the order of the Manager; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in any component account of the construction fund, disbursements shall be made upon order of the Manager and upon approval of an architect qualified to practice in Georgia and employed by the Manager to supervise the work.
 2. Surplus. It shall be presumed that the first monies disbursed from the construction fund in payment of costs of repair, reconstruction and rebuilding shall be from insurance funds; and if there is a balance in the construction fund after payment of all costs for which the fund is established, such balance shall be repaid to the residence owners in their interests may appear.
 3. Certificates. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount

to be paid. Instead, the Insurance Trustee may rely upon a certificate from the Manager stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee a payee; and further provided that when the Manager, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires the approval of an architect named by the Manager shall be first obtained by the Association.

5. Failure to Repair, Reconstruct or Rebuild. If the Association does not determine, within ninety (90) days of the date of any casualty damaging or destroying all or any part of the property in the condominium, to repair, reconstruct or rebuild, then and in that event:
 - (a) Property in condominium shall be deemed to be owned in common by the residence owners;
 - (b) Undivided interest in the property owned in common which shall appertain to each residence owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;
 - (c) Any liens affecting any of the residences shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the residence owner in the property; and
 - (d) The property shall be subject to an action for partition at the suit of any residence owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property shall be considered as one fund and shall be divided among all the residence owners in a percentage equal to the percentage of undivided interest by each owner in the property, after first paying out of the respective share of the residence owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each residence owner.

SECTION 6

Structural Changes and Additions. Whenever it is desired that structural changes or additions be made to the common areas and facilities, or any changes be made to the exteriors of the residences which would be of uniform character throughout the condominium, the following provisions will control:

1. Required Vote. If the vote to make any such change or addition is at least eighty (80) percent or more of the total vote of the Association, the proposed addition or change or addition may be made, and the cost thereof shall be borne by the residence owners in their respective percentages of undivided interest in the common areas and facilities;
2. Excessive Additional Cost. If the cost of such change or addition is greater than three (3) percent of the total value of the property in the condominium, any residence owner who voted against the change or addition but was required to bear a proportionate amount of the cost may require the Association to buy his residence at the fair market value price as fixed by an appraisal to be made by a member of the American Institute of Appraisers as selected by the Manager.

SECTION 7

Taxes and Special Assessments.

- 1) Anticipated Assessments. It is anticipated that taxes and any special assessments upon the property in the condominium will be assessed by the taxing authorities upon the residence owners, and that such assessments will include the assessed value of the residence and the undivided interest of the residence owner in the common areas and facilities.
- 2) When assessed otherwise. Any such taxes and special assessments upon the condominium property which are not so assessed shall be included in the budget of the Association as recurring expenses and shall be paid by the Association as a common expense.
- 3). Return for taxation. Each residence owner is responsible for making his own return of taxes, and such return shall include such residence owner's undivided interest in the common area and facilities.

SECTION 8

Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions, in addition to those restrictions imposed on the grantee by Sea Island Company:

- 1) Single Family Residences. The condominium property shall be used only for single-family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the residences for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purposes;
- 2) Peaceful Possession by Residents. No business shall be allowed upon condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist;
- 3) Conduct, Responsibility. No immoral, improper or offensive or unlawful use shall be made of the condominium property, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned;
- 4) Leasing. Entire residences may be rented, provided the occupancy is only by the lessee and his family, and is not for less than one (1) week. No single room may be rented and no transient tenants accommodated;
- 5) Association Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Manager; provided, however, that all regulations and amendments thereto shall be approved by not less than seventy-five (75) percent of the total vote of the Association before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Manager to all the residence owners and residents of the condominium upon request.

- 6) **Right of First Refusal.** In order to assure a community of congenial residents and thus protect the value of the residences, the sale, leasing and mortgaging of residences by any owner other than the Developer shall be subject to the following provisions so long as the condominium shall continue in existence:
- (a). **Notice to Association.** A residence owner intending to make a bona fide sale or a bona fide lease for more than two months shall give notice in writing to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction.
- (b). **Alternatives of Association.** Within thirty (30) days after receipt of such notice, the Association may do one of the following, which action must be approved by a majority of the total vote of the Association.
- (1) **Approve the Transaction in Writing**, or fail to respond, in which latter event the transaction will be deemed approved;
- (2) **Notify the Seller or Lessor** in writing that the Association will furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller or Lessor as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have thirty (30) days subsequent to the date of such notice within which to close the transaction, and except that the approval of a corporation may be conditioned as stated in paragraph 6(a) of Section 8 of this declaration
- (3) **Notify the Seller or Lessor** in writing that the Association will lease or purchase upon the same terms and conditions upon which the owner proposes to sell or lease; provided, however, that the Association may obtain an appraisal of the value of such residence for purchase or lease, as the case may be, and if such appraised value is less than the price intended to sell or lease, the purchase or lease price to the Association will be that determined by such appraisal.
- (c). **No Waiver.** Approval by the Association of any sale or lease shall not constitute or be deemed to be a waiver of the necessity for such consent or approval to any further conveyance or lease or to any assignment or subletting of any previously approved leasing. The approval by the Association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the office of the Clerk of Superior Court of Glynn County, Georgia.

Sale by Mortgagee. Should the residence of any owner become subject to a first mortgage or deed of trust as security in good faith or for value, the holder thereof upon becoming the owner of such interest through whatever means, or the seller at any sale under a power of sale therein contained, shall have the unqualified right to sell, lease, or otherwise dispose of said interest and the fee ownership of said residence unit, without offer to the Association, notwithstanding the above provisions, but the seller shall otherwise sell and the purchaser or less shall take, subject to the declaration and the bylaws.

7Mortgaging. No residence owner may mortgage his residence nor any interest therein without the approval by a majority of the total vote of the Association, except to a bank, Life Insurance Company or a federal savings and loan association. The approval of any other mortgages may be upon condition determined by the Association or may be arbitrarily withheld.

8Void Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

SECTION 9

Amendment. Condominium documents may be amended as follows:

- 1) **Declaration.** Amendments to this declaration shall be proposed and adopted in the following manner:
 - a) **Developer may amend** this declaration in accordance with the following procedure:
 - b) **Additional Residence.** At any time prior to certification by the Developer to the Association that construction of all residences in the condominium has been completed, any amendment for the purpose of setting forth information identifying an additional residence any authorizing construction of a house thereon in conformance with this declaration shall be valid when approved by Developer.
 - c) **A Copy of each Amendment** shall be certified by Developer as having been duly approved and shall be effective when recorded in the office of the Clerk of Superior Courts of Glynn County, Georgia. **Missing information** particular not included in paragraph 1(a) of this Section 9 of this declaration and which is authorized by this declaration and the Apartment Ownership Act, such amendment to be in accord with the following procedure:
 - i) **Notice** of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;
 - ii) **Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and members not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by all of the directors and by not less than seventy-five (75) percent of the total vote of the Association. Provided, however, that if the Association shall vote to amend the bylaws in ant respect, such bylaw amendment shall be set forth in an amendment to the declarati9n, as required by the Apartment Ownership Act, and such amendment to the declaration shall be valid when approved by a majority of the total vote of the Association.
 - iii) **Recording.** A copy of each amendment shall be certified by the Manager as having being duly adopted and shall be effective when recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia.
 - iv) **Association Bylaws.** The bylaws of the Association shall be amended as provided herein.
 - a) **Condominium Deeds.** Condominium deeds may be amended in the following manner:

- (a) Approval by Residence Owners. The amendment must be executed by the residence owner of the residence to which the deed appertains.
- (b) Approval by Developer.
- b) Other Amendments to Deeds. Prior to January 1, 1973, or the date Developer certifies to the Association that construction of all residences in the condominium have been completed, whichever event first occurs, any deed amendment other than those specified in paragraph 3(b) of this Section 9, must be approved by Developer, which approval shall be evidenced by joinder of Developer in the execution of the amendment.
- c) Approval by Association. All deed amendments not provided for in paragraph 3(b) of this Section 9 of this declaration must be approved by the Board of Directors of the Association, which approval shall be evidenced by the joinder of the Association in the execution of the amendment agreement.
 - (a) Recording. The amendment shall become effective upon its being recorded in the office of the Clerk of Superior Court of Glynn County, Georgia.

SECTION 10

Termination. The condominium shall be terminated, and the property removed from the provisions of the Apartment Ownership Act, in the following manner:

- 1) Agreement. The termination of the condominium may be effected by unanimous agreement of the residence owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been record in the office of the Clerk of Superior Court of Glynn County, Georgia.
- 2) Destruction. In the event it is determined in the manner provided in paragraph 5 of Section 5 of this declaration that the condominium property shall not be reconstructed after casualty, the condominium will be terminated and the condominium documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Manager certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia.
- 3) Shares of Owners after Termination. After termination of the condominium, the rights of the residence owners and their respective mortgagees and lienees shall be determined in the manner provided in paragraph 5 of Section 5 of this declaration.

SECTION 11

Covenants running with the Land. All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not

limited to every residence and the appurtenances thereto; an every residence owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

SECTION 12

Condominium Deeds. The deed by which the Developer will describe the condominium residence in a particular residence building shall be substantially in the form attached hereto as an exhibit.

SECTION 13

Residence Transfers. Any transfer of a residence shall include all appurtenances thereto, whether or not specifically described, including, but not limited to, the residence owner's share in the common areas and facilities, Association membership and interest in funds and assets held by the Association or by the Insurance Trustee.

SECTION 14

Severability. The invalidity of any covenant, restriction or other provision of the condominium documents, shall not affect the validity of the remaining portions thereof.

THIS DECLARATION made by ROBINSON HOMES, Inc., a Georgia corporation, herein called Developer, for itself, its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns, in witness whereof the Developer has executed this Declaration, acting by and through its duly authorized officers, this October 12, 1972.

ROBINSON HOMES, Inc.

By _____
President

ATTEST:

By _____
Secretary

Signed, sealed and delivered
In the presence of:

Notary Public, Glynn County, Georgia