

FILED  
CLERK OF SUPERIOR COURT  
2006 FEB -1 A 11:43  
Clerk of Superior Court

GEORGIA, GLYNN COUNTY

FIFTH AMENDMENT TO DECLARATION OF  
SHADOW BROOKE VILLAGE CONDOMINIUMS

WHEREAS, DEMERE MARSH ASSOCIATES, L.P. ("Declarants") own certain property  
on St. Simons Island in Glynn County, Georgia; and

WHEREAS, the Declarants have caused to be filed and submitted to the Condominium form of  
ownership that certain property as described in the Declaration of SHADOW BROOKE VILLAGE  
CONDOMINIUMS, said Declaration being recorded in the office of the Clerk of Superior Court of  
Glynn County, Georgia in Deed Book 1007, Page 244; and

WHEREAS, the Declarants desire to submit an additional parcel of real property to the provisions of  
the Georgia Condominium Act and to expand Shadow Brooke Village Condominium to include an  
additional phase to be known as Phase VII;

WHEREAS, the Declarants are constructing one (1) building, to contain six (6) individual residential  
units upon the land described in Exhibit "A" attached hereto which land together with the  
improvements thereon shall be referred to as the submitted property; and

WHEREAS, the boundary survey which delineates the Phase VII property together with the  
improvements being constructed thereon is identified in Exhibit "B" which is attached hereto.


Now Therefore, the property described in Exhibit "A" is hereby submitted to the Condominium form  
of ownership and is submitted as Phase VII of SHADOW BROOKE VILLAGE CONDOMINIUMS  
as said condominiums are described and as is specifically provided for in the rights to expand said  
Condominium in said Declaration.

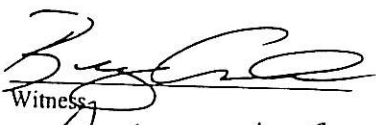
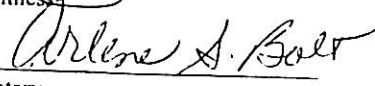
Now therefore, except as amended the original Declaration shall remain in full force and effect.

In Witness Whereof, the Declarants have hereunto set their hands and affixed their seals this the 25<sup>TH</sup>  
day of January, 2006.

DECLARANT:

DEMERE MARSH ASSOCIATES, L.L.C.

  
Robert Jenkins, President of Sea Oaks Inc., Managing  
Member

  
Witness  
  
Arlene A. Bolt  
Notary

Notary Public, Glynn County, Georgia  
My Commission Expires Sept. 23, 2008.

EXHIBIT "A"

SHADOW BROOKE VILLAGE CONDOMINIUMS PHASE VII  
ST. SIMONS ISLAND, GLYNN COUNTY, GEORGIA

SURVEYOR'S LEGAL

BUILDING 2, SHADOW BROOKE VILLAGE CONDOMINIUMS, PHASE VII

BEGINNING AT GEORGIA GEODETIC SURVEY MONUMENT NUMBER 1GC - 25 HAVING THE FOLLOWING COORDINATES : N=423,389.60, E=897,182.68 (NAD 83); N=423,290.29, E=740,965.11 (NAD 27) WHICH IS THE POINT-OF-REFERENCE (P.O.R.); THENCE SOUTH 75° 27' 30" EAST A DISTANCE OF 577.50' TO A POINT LOCATED AT THE NORTHERN RIGHT-OF-WAY OF DEMERE ROAD AND THE WESTERN RIGHT-OF-WAY OF QUAMLEY WELLS DRIVE; THENCE PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY OF QUAMLEY WELLS DRIVE; THENCE NORTH 19° 31' 37" EAST A DISTANCE OF 45.05'; THENCE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00', AN ARC LENGTH OF 70.35', A CHORD OF 67.42', AND A CHORD BEARING OF NORTH 09° 15' 47" WEST TO A POINT; THENCE NORTH 38° 01' 05" WEST A DISTANCE OF 27.89' TO A POINT; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 130.00', AN ARC LENGTH OF 115.83', A CHORD OF 112.04', AND A CHORD BEARING OF NORTH 13° 27' 31" WEST; THENCE NORTH 12° 04' 00" EAST A DISTANCE OF 456.06' TO A POINT; THENCE SOUTH 69° 45' 27" EAST A DISTANCE OF 0.36' TO A POINT; THENCE NORTH 27° 22' 10" EAST A DISTANCE OF 375.00' TO A POINT WHICH IS THE POINT-OF-REFERENCE FOR THE PHASES OF SHADOW BROOKE VILLAGE.

BEGINNING AT THE POINT-OF-REFERENCE, THENCE RUN NORTH 13° 25' 34" EAST A DISTANCE OF 66.70 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN NORTH 16° 45' 41" WEST A DISTANCE OF 57.97 FEET TO A POINT; THENCE RUN NORTH 72° 10' 33" EAST A DISTANCE OF 125.29 FEET TO A POINT; THENCE RUN SOUTH 18° 19' 41" EAST A DISTANCE OF 57.71 FEET TO A POINT; THENCE RUN SOUTH 72° 03' 33" WEST A DISTANCE OF 126.87 FEET TO THE POINT-OF-BEGINNING.

In addition to the above described real property, there is included a perpetual non-exclusive easement for ingress and egress over all roadways including Shady Brooke Circle as the same is shown and depicted upon the above identified plat of survey.

Declarants hereby expressly reserve a non-exclusive easement for ingress and egress over and upon all roadways including Shady Brooke Circle as the same is shown and depicted upon the above identified plat of survey, said easement being reserved for access to additional property for future development by Declarants.

Declarants reserve a non exclusive utility easement for installation and maintenance of gas, electrical, water, sewer, and drainage over and under Shady Brooke Circle and other all road ways and other areas designated as areas for the location of these utilities or services.

Reference is made to the aforesaid map and plan and the record thereof as well as to the plat recorded in the Office of the Clerk of Superior Court of Glynn county, Georgia, in Plat Drawer 28, as Plat Number 246 for all further purposes of description and identification and for all other purposes.

Declarants' reserve the right and option to expand the Condominium by submitting additional property.

## EXHIBIT "B"

SHADOW BROOKE VILLAGE CONDOMINIUMS, PHASE VII  
ST. SIMONS ISLAND, GLYNN COUNTY, GEORGIA

All of that certain lot, tract or parcel of land situate lying and being on St. Simons Island in Glynn County, Georgia, lying North of Demere Road described and identified according to The Plat of Survey entitled "Shadow Brooke Village Condominiums Phase VII" by EMC Engineering Services, Inc., Harry A. Strickland, Georgia Registered Surveyor 2409 recorded in the Office of the Clerk of Superior Court of Glynn county, Georgia, in Plat Drawer 2 as Plat Number 161.

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE VII and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 2 Villa 100	
Building 2 Villa 101	1.515
Building 2 Villa 200	1.515
Building 2 Villa 201	1.515
Building 2 Villa 300	1.515
Building 2 Villa 301	1.515
	<u>1.515</u>
	9.09%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE VI and PERCENTAGE OF OWNERSHIP

Building 12 Villa 100	
Building 12 Villa 101	1.515
Building 12 Villa 200	1.515
Building 12 Villa 201	1.515
Building 12 Villa 300	1.515
Building 12 Villa 301	1.515
	<u>1.515</u>
	9.09%
Building 13 Villa 100	
Building 13 Villa 101	1.515
Building 13 Villa 200	1.515
Building 13 Villa 201	1.515
Building 13 Villa 300	1.515
Building 13 Villa 301	1.515
	<u>1.515</u>
	9.09%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE V and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 10 Villa 100	
Building 10 Villa 101	1.515
Building 10 Villa 200	1.515
Building 10 Villa 201	1.515
Building 10 Villa 300	1.515
Building 10 Villa 301	1.515
	<u>1.515</u>
	9.09%
Building 11 Villa 100	
Building 11 Villa 101	1.515
	1.515

Building 11 Villa 200	
Building 11 Villa 201	1.515
Building 11 Villa 300	1.515
Building 11 Villa 301	1.515
	<u>1.515</u>
	9.09%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE IV and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 1 Villa 100	
Building 1 Villa 101	1.515
Building 1 Villa 200	1.515
Building 1 Villa 201	1.515
Building 1 Villa 300	1.515
Building 1 Villa 301	1.515
	<u>1.515</u>
	9.09%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE III and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 3 Villa 100	
Building 3 Villa 101	1.515
Building 3 Villa 200	1.515
Building 3 Villa 201	1.515
Building 3 Villa 300	1.515
Building 3 Villa 301	1.515
	<u>1.515</u>
	9.09%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE II and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 6 Villa 100	
Building 6 Villa 101	1.515
Building 6 Villa 200	1.515
Building 6 Villa 201	1.515
Building 6 Villa 300	1.515
Building 6 Villa 301	1.515
	<u>1.515</u>
	9.09%
Building 7 Villa 100	
Building 7 Villa 101	1.515
Building 7 Villa 200	1.515
Building 7 Villa 201	1.515
Building 7 Villa 300	1.515
Building 7 Villa 301	1.515
	<u>1.515</u>
	9.09%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE I and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 4 Villa 100	1.515



Building 4 Villa 101	
Building 4 Villa 200	1.515
Building 4 Villa 201	1.515
Building 4 Villa 300	1.515
Building 4 Villa 301	1.515
	<u>1.515</u>
	9.09%
Building 5 Villa 100	
Building 5 Villa 101	1.515
Building 5 Villa 200	1.515
Building 5 Villa 201	1.515
Building 5 Villa 300	1.515
Building 5 Villa 301	1.515
	<u>1.515</u>
	9.09%

**NOTICE: THIS IS AN EXPANDABLE CONDOMINIUM AND THE RIGHT TO ADD ADDITIONAL PROPERTY AND UNITS IS RESERVED BY DECLARANTS AND IF ADDITIONAL PROPERTY AND UNITS ARE SUBMITTED, THE PERCENTAGE OF OWNERSHIP OF EACH UNIT (VILLA) WILL BE PROPORTIONATELY REDUCED.**

COUNTY OF GLYNN

STATE OF GEORGIA

SHADOW BROOKE VILLAGE CONDOMINIUMS PHASE VII  
REGISTERED ENGINEER'S CERTIFICATION  
PURSUANT TO O.C.G.A. § 44-3-83 (B)

I, Charles E. Perry, Jr., Registered Engineer, have visited and viewed SHADOW BROOKE VILLAGE CONDOMINIUMS PHASE VII, located in Glynn County, Georgia, and to the best of my knowledge, information, and belief, do hereby certify, for the purpose of satisfying the requirements of O.C.G.A. § 44-3-83 (B), the following:

- I. The exterior walls and roof of the structure which contains or constitutes all or part of the building(s) and units therein located on or within any portion of the property known as SHADOW BROOKE VILLAGE CONDOMINIUMS PHASE VII, is (are) in place as shown on the plans; and
- II. Such walls, partition, floors, and ceiling, to the extent shown on said plans, as constitute the horizontal boundaries, and the vertical boundaries of the unit, including convertible space, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.

REGISTERED ENGINEER:

Charles E. Perry, Jr.  
GA REG. NO. 27091

01/31/2006  
DATE

Address: 201 S. Zetterower Ave.

Statesboro, Georgia 30458

FILED  
RECORDING OFFICE  
2006 FEB -1 A 11:43  
CLERK OF SUPERIOR COURT

BA 1881 PG 377

FILED  
GLYNN CO. CLERK'S OFFICE

2006 JUN 28 P 3:42

Lola B. Jamakey  
CLERK SUPERIOR COURT

RETURN TO:  
James G. Williams & Associates  
286 Redfern Village  
St. Simons Island, GA 31522  
912-838-3689

Recorded 6/29/06  
Lola B. Jamakey  
Clerk Superior Court

GEORGIA, GLYNN COUNTY

~~FIFTH~~ <sup>SIXTH</sup> AMENDMENT TO DECLARATION OF  
SHADOW BROOKE VILLAGE CONDOMINIUMS

WHEREAS, DEMERE MARSH ASSOCIATES, L.L.C. ("Declarants") own certain property on St. Simons Island in Glynn County, Georgia; and

WHEREAS, the Declarants have caused to be filed and submitted to the Condominium form of ownership that certain property as described in the Declaration of SHADOW BROOKE VILLAGE CONDOMINIUMS, said Declaration being recorded in the office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book 1007, Page 244; and

WHEREAS, the Declarants desire to submit an additional parcel of real property to the provisions of the Georgia Condominium Act and to expand Shadow Brooke Village Condominium to include an additional phase to be known as Phase VIII;

WHEREAS, the Declarants are constructing two (2) building, to contain six (6) individual residential units each upon the land described in Exhibit "A" attached hereto which land together with the improvements thereon shall be referred to as the submitted property; and

WHEREAS, the boundary survey which delineates the Phase VIII property together with the improvements being constructed thereon is identified in Exhibit "B" which is attached hereto.

Now Therefore, the property described in Exhibit "A" is hereby submitted to the Condominium form of ownership and is submitted as Phase VIII of SHADOW BROOKE VILLAGE CONDOMINIUMS as said condominiums are described and as is specifically provided for in the rights to expand said Condominium in said Declaration.

Now therefore, except as amended the original Declaration shall remain in full force and effect.

In Witness Whereof, the Declarants have hereunto set their hands and affixed their seals this the 8 day of June, 2006.

DECLARANT:

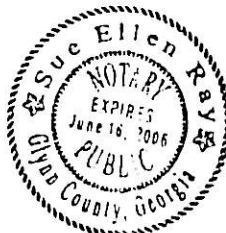
DEMERE MARSH ASSOCIATES

Robert Jenkins, President of Sea Oyster Farming  
Member



Witness

Notary



1981 P.O. 3.7.0

## EXHIBIT "A"

SHADOW BROOKE VILLAGE CONDOMINIUMS PHASE VIII  
ST. SIMONS ISLAND, GLYNN COUNTY, GEORGIA

## SURVEYOR'S LEGAL

## BUILDING 8, SHADOW BROOKE VILLAGE CONDOMINIUMS, PHASE VIII

BEGINNING AT GEORGIA GEODETIC SURVEY MONUMENT NUMBER 1GC - 25  
HAVING THE FOLLOWING COORDINATES : N=423,389.60, E=897,182.68 (NAD 83);  
N=423,290.29, E=740,965.11 (NAD 27) WHICH IS THE POINT-OF-REFERENCE (P.O.R.);  
THENCE SOUTH 75° 27' 30" EAST A DISTANCE OF 577.50' TO A POINT LOCATED AT  
THE NORTHERN RIGHT-OF-WAY OF DEMERE ROAD AND THE WESTERN  
RIGHT-OF-WAY OF QUAMLEY WELLS DRIVE; THENCE PROCEEDING ALONG THE  
WESTERN RIGHT-OF-WAY OF QUAMLEY WELLS DRIVE; THENCE NORTH 19° 31' 37"  
EAST A DISTANCE OF 45.05'; THENCE ALONG AN ARC OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 70.00', AN ARC LENGTH OF 70.35', A CHORD OF 67.42', AND A  
CHORD BEARING OF NORTH 09° 15' 47" WEST TO A POINT; THENCE NORTH 38° 01' 05"  
WEST A DISTANCE OF 27.89' TO A POINT; THENCE ALONG AN ARC TO THE RIGHT  
HAVING A RADIUS OF 130.00', AN ARC LENGTH OF 115.83', A CHORD OF 112.04',  
AND A CHORD BEARING OF NORTH 13° 27' 31" WEST; THENCE NORTH 12° 04' 00"  
EAST A DISTANCE OF 456.06' TO A POINT; THENCE SOUTH 69° 45' 27" EAST A  
DISTANCE OF 0.36' TO A POINT; THENCE NORTH 27° 22' 10" EAST A DISTANCE OF  
375.00' TO A POINT WHICH IS THE POINT-OF-REFERENCE FOR THE PHASES OF  
SHADOW BROOKE VILLAGE.

COMMENCE AT THE POINT OF REFERENCE AND RUN NORTH 74° 35' 24" EAST A  
DISTANCE OF 312.10 FEET TO A POINT; THENCE RUN NORTH 07° 58' 54" EAST A  
DISTANCE OF 119.45 FEET TO A POINT; THENCE RUN NORTH 69° 10' 12" EAST A  
DISTANCE OF 308.12 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 72°  
04' 47" EAST A DISTANCE OF 136.80 FEET TO A POINT; THENCE RUN SOUTH 18° 14'  
06" EAST A DISTANCE OF 55.65 FEET TO A POINT; THENCE RUN SOUTH 71° 44' 33"  
WEST A DISTANCE OF 139.13 FEET TO A POINT; THENCE RUN NORTH 16° 00' 55"  
WEST A DISTANCE OF 56.49 FEET TO THE POINT OF BEGINNING.

## SURVEYOR'S LEGAL

## BUILDING 9, SHADOW BROOKE VILLAGE CONDOMINIUMS, PHASE VIII

BEGINNING AT GEORGIA GEODETIC SURVEY MONUMENT NUMBER 1GC - 25  
HAVING THE FOLLOWING COORDINATES : N=423,389.60, E=897,182.68 (NAD 83);  
N=423,290.29, E=740,965.11 (NAD 27) WHICH IS THE POINT-OF-REFERENCE (P.O.R.);  
THENCE SOUTH 75° 27' 30" EAST A DISTANCE OF 577.50' TO A POINT LOCATED AT  
THE NORTHERN RIGHT-OF-WAY OF DEMERE ROAD AND THE WESTERN  
RIGHT-OF-WAY OF QUAMLEY WELLS DRIVE; THENCE PROCEEDING ALONG THE  
WESTERN RIGHT-OF-WAY OF QUAMLEY WELLS DRIVE; THENCE NORTH 19° 31' 37"  
EAST A DISTANCE OF 45.05'; THENCE ALONG AN ARC OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 70.00', AN ARC LENGTH OF 70.35', A CHORD OF 67.42', AND A  
CHORD BEARING OF NORTH 09° 15' 47" WEST TO A POINT; THENCE NORTH 38° 01' 05"  
WEST A DISTANCE OF 27.89' TO A POINT; THENCE ALONG AN ARC TO THE RIGHT  
HAVING A RADIUS OF 130.00', AN ARC LENGTH OF 115.83', A CHORD OF 112.04',  
AND A CHORD BEARING OF NORTH 13° 27' 31" WEST; THENCE NORTH 12° 04' 00"  
EAST A DISTANCE OF 456.06' TO A POINT; THENCE SOUTH 69° 45' 27" EAST A  
DISTANCE OF 0.36' TO A POINT; THENCE NORTH 27° 22' 10" EAST A DISTANCE OF  
375.00' TO A POINT WHICH IS THE POINT-OF-REFERENCE FOR THE PHASES OF  
SHADOW BROOKE VILLAGE.

COMMENCE AT THE POINT OF REFERENCE AND RUN NORTH 74° 35' 24" EAST A  
DISTANCE OF 312.10 FEET TO A POINT; THENCE RUN NORTH 07° 58' 54" EAST A

1981 Pg 380

## EXHIBIT "B"

SHADOW BROOKE VILLAGE CONDOMINIUMS, PHASE VI,  
ST. SIMONS ISLAND, GLYNN COUNTY, GEORGIA

All of that certain lot, tract or parcel of land situate lying and being on St. Simons Island in Glynn County, Georgia, lying North of Demere Road described and identified according to The Plat of Survey entitled "Shadow Brooke Village Condominiums Phase VIII" by EMC Engineering Services, Inc., Harry A. Strickland, Georgia Registered Surveyor 2409 recorded in the Office of the Clerk of Superior Court of Glynn county, Georgia, in Plat Drawer \_\_\_\_\_ as Plat Number \_\_\_\_\_.

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE VIII and PERCENTAGE OF OWNERSHIP

Building 8 Villa 100	
Building 8 Villa 101	1.282
Building 8 Villa 200	1.282
Building 8 Villa 201	1.282
Building 8 Villa 300	1.282
Building 8 Villa 301	1.282
	<u>1.282</u>
	7.692%
Building 9 Villa 100	
Building 9 Villa 101	1.282
Building 9 Villa 200	1.282
Building 9 Villa 201	1.282
Building 9 Villa 300	1.282
Building 9 Villa 301	1.282
	<u>1.282</u>
	7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE VII and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 2 Villa 100	
Building 2 Villa 101	1.282
Building 2 Villa 200	1.282
Building 2 Villa 201	1.282
Building 2 Villa 300	1.282
Building 2 Villa 301	1.282
	<u>1.282</u>
	7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE VI and PERCENTAGE OF OWNERSHIP

Building 12 Villa 100	
Building 12 Villa 101	1.282
Building 12 Villa 200	1.282
Building 12 Villa 201	1.282
Building 12 Villa 300	1.282
Building 12 Villa 301	1.282
	<u>1.282</u>
	7.692%
Building 13 Villa 100	
Building 13 Villa 101	1.282
Building 13 Villa 200	1.282
Building 13 Villa 201	1.282
Building 13 Villa 300	1.282
	1.282

**1981-0301**

Building 13 Villa 301

1.282

7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE V and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER

PERCENTAGE OF OWNERSHIP

Building 10 Villa 100

1.282

Building 10 Villa 101

1.282

Building 10 Villa 200

1.282

Building 10 Villa 201

1.282

Building 10 Villa 300

1.282

Building 10 Villa 301

1.282

7.692%

Building 11 Villa 100

1.282

Building 11 Villa 101

1.282

Building 11 Villa 200

1.282

Building 11 Villa 201

1.282

Building 11 Villa 300

1.282

Building 11 Villa 301

1.282

7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE IV and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER

PERCENTAGE OF OWNERSHIP

Building 1 Villa 100

1.282

Building 1 Villa 101

1.282

Building 1 Villa 200

1.282

Building 1 Villa 201

1.282

Building 1 Villa 300

1.282

Building 1 Villa 301

1.282

7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE III and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER

PERCENTAGE OF OWNERSHIP

Building 3 Villa 100

1.282

Building 3 Villa 101

1.282

Building 3 Villa 200

1.282

Building 3 Villa 201

1.282

Building 3 Villa 300

1.282

Building 3 Villa 301

1.282

7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE II and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER

PERCENTAGE OF OWNERSHIP

Building 6 Villa 100

1.282

Building 6 Villa 101

1.282

Building 6 Villa 200

1.282

1001-302

Building 6 Villa 201	1.282
Building 6 Villa 300	1.282
Building 6 Villa 301	<u>1.282</u>
	7.692%
Building 7 Villa 100	
Building 7 Villa 101	1.282
Building 7 Villa 200	1.282
Building 7 Villa 201	1.282
Building 7 Villa 300	1.282
Building 7 Villa 301	1.282
	<u>1.282</u>
	7.692%

LIST OF CONDOMINIUMS (VILLAS) OF SHADOW BROOKE VILLAGE  
CONDOMINIUMS PHASE I and PERCENTAGE OF OWNERSHIP

CONDOMINIUM NUMBER	PERCENTAGE OF OWNERSHIP
Building 4 Villa 100	
Building 4 Villa 101	1.282
Building 4 Villa 200	1.282
Building 4 Villa 201	1.282
Building 4 Villa 300	1.282
Building 4 Villa 301	1.282
	<u>1.282</u>
	7.692%
Building 5 Villa 100	
Building 5 Villa 101	1.282
Building 5 Villa 200	1.282
Building 5 Villa 201	1.282
Building 5 Villa 300	1.282
Building 5 Villa 301	1.282
	<u>1.282</u>
	7.692%

NOTICE: THIS IS AN EXPANDABLE CONDOMINIUM AND THE RIGHT TO ADD  
ADDITIONAL PROPERTY AND UNITS IS RESERVED BY DECLARANTS AND IF  
ADDITIONAL PROPERTY AND UNITS ARE SUBMITTED, THE PERCENTAGE OF  
OWNERSHIP OF EACH UNIT (VILLA) WILL BE PROPORTIONATELY REDUCED.

# Shadow Brooke Village Condo Association

## Profit & Loss Budget Overview

January through December 2007

	Jan 07	Feb 07	Mar 07	Apr 07	May 07	Jun 07	Jul 07	Aug 07	Sep 07	Oct 07	Nov 07	Dec 07	TOTAL Jan - Dec 07
<b>Income</b>													
CONDO FEE	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	21,120.00	253,440.00
FINES PAID BY OWNERS	50.00					50.00							100.00
INTEREST INCOME	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	120.00
LATE FEE	25.00					25.00							50.00
<b>Total Income</b>	<b>21,205.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,205.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>21,130.00</b>	<b>253,710.00</b>
<b>Expense</b>													
BANK CHARGES	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	60.00
DUMPSTERS	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	7,449.24
ELECTRIC	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	33,600.00
ELEVATOR MAINTANCE	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	2,166.67	26,000.00
ELEVATOR SERVICE CALLS	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	1,000.00
FLOOD INSURANCE	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	13,488.00
GA STATE ELEVATOR INSPE...	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	1,560.00
GATE MAINTANCE	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
GROUND MAINTANCE	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	58,800.00
INSURANCE	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	115,200.00
KITCHEN & MEETING EXPEN...	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
LIABILITY INSURANCE	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00
MANAGEMENT FEES	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	19,800.00
MONITORING FEES	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
OFFICE SUPPLIES	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
PEST CONTROL	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	3,300.00
POND MANAGEMENT	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	931.56
POOL SUPPLIES	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
POSTAGE	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
PROFESSIONAL FEES	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
REPAIRS & MAINTANCE	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	3,790.00	45,480.00
RESERVE FUND	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	19,800.00
TAXES STATE & COUNTY	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	13,500.00
TELEPHONE	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
WATER BILL	34,407.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	30,657.40	371,638.80
<b>Total Expense</b>	<b>-13,202.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,482.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-9,527.40</b>	<b>-117,928.80</b>
<b>Net Income</b>													



# Shadow Brooke Village Condo Association

## Profit & Loss Budget Overview

January through December 2008

	Jan - Dec 08
<b>Income</b>	
ASSESSMENT	2,980.00
CONDO FEE	388,800.00
INTEREST INCOME	20.00
LATE FEE	100.00
SALES GATE OPENERS	100.00
<b>Total Income</b>	<b>392,000.00</b>
<b>Expense</b>	
BANK CHARGES	120.00
CHECKING ACCT. SUPPLIES	100.00
CLEANING-SPECIAL PROJECTS	16,500.00
CLUBHOUSE & MEETING EXPENSES	480.00
DUMPSTERS	9,365.00
ELECTRIC	41,040.00
ELEVATOR MAINTANCE	36,000.00
ELEVATOR SERVICE CALLS	600.00
FLOOD INSURANCE	13,500.00
GA STATE ELEVATOR INSPECTIONS	2,175.00
GATE MAINTANCE	600.00
GROUNDS MAINTANCE	49,000.00
INSURANCE	115,200.00
LIABILITY INSURANCE	3,800.00
MANAGEMENT FEES	25,400.00
MONITORING FEES	3,600.00
OFFICE SUPPLIES	420.00
PEST CONTROL	4,200.00
POND MANAGEMENT	2,326.08
POOL CLEANING	1,560.00
POOL SUPPLIES	2,400.00
POSTAGE	600.00
PROFESSIONAL FEES	250.00
PUMP-LAGOON REPAIRS	600.00
REPAIRS & MAINTANCE	26,200.00
REPAIRS UNSCHEDULED	7,200.00
RESERVE FUND	6,480.00
SIGNS	100.00
TAXES STATE & COUNTY	40.00
TELEPHONE	14,550.00
TREE / STORM MAINTANCE	600.00
TURF MANAGEMENT	0.00
WATER BILL	600.00
<b>Total Expense</b>	<b>385,606.08</b>
<b>Net Income</b>	<b>6,393.92</b>

INITIAL RULES AND REGULATIONS  
OF

SHADOW BROOKE VILLAGE CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the common elements, limited common elements and individual units of Shadow Brooke Village Condominium shall be deemed in effect until amended by the Board of Directors of Shadow Brooke Village Condominium Association, Inc. and shall apply to and be binding upon all unit owners. The unit owners shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons, over whom they exercise control and supervision. The Rules and Regulations are as follows:

I  
Swimming Pool.

- A. Access to Pool.
1. The swimming pool is open to owners and/or residents and their guests. Local guests of owners or residents may use the pool only when accompanied by the owner or resident.
  2. The pool shall be open daily from dawn until 11:00 p.m.
  3. Children under 12 are not permitted to use the pool without the presence of a responsible person to supervise.
- B. Manner of Use.
1. No glass containers are allowed inside the pool fence.
  2. No horseplay or running is allowed inside the pool fence.
  3. In order to prevent dirt, grass, clippings, etc. from being introduced into the pool, persons wishing to use the pool must first shower or wash as necessary.
  4. No animals are allowed inside the pool fence.
  5. Pool furniture belonging to the Association shall remain on the pool deck.
  6. Swim at your own risk. NO LIFEGUARD ON DUTY.
  7. No food or drink is permitted in the pool.

II.  
Pet Rules.

- A. General Rules.
1. Pets must be kept on leashes and attended at all times when on condominium property.
  2. Pets are not to be left on chains unattended.
  3. Pets are not allowed inside the pool fence.
  4. See also III.B.
- B. Damage Caused by Pets
1. Pet owners will be responsible for damage caused by pets to common property or the property of other owners, residents and/or their guests.
  2. Pet messes shall be cleaned up by owner or pet attendants.

III.  
BUILDINGS, GROUND, AND PARKING

- A. Normal Occupancy. Shadow Brooke Village Condominium units are considered to be single-family dwellings and are thus limited to occupancy of one family on a regular and continuous basis. Occasional guests are, of course, permitted.
- B. Consideration of Neighbors. Potentially disturbing sounds, e.g. loud noises, electronic equipment sounds and incessantly barking dogs, are to be minimized, particularly in the morning and at night.
- C. Parking. Unmarked spaces, are available to residents and guests on a first come, first served basis. Parking is specifically prohibited in all grassed and landscaped areas.
- D. Bicycles and Skateboards. No bicycles or skateboards shall be ridden on walkways.
- E. Common Areas. For the benefit of all, residents are expected to cooperate in maintaining the general good appearance of the paved and landscaped areas adjacent to their units. In order that these areas may be properly maintained, residents are to be guided by the following:
1. No external clotheslines shall be permitted.
  2. The personal property of all unit owners and residents shall be stored within their condominium units or in designated storage areas, if any, when not in use. The sidewalks, walkways, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than for ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, grills, athletic equipment or any other object of similar type and nature be left therein or thereon. The foregoing shall not be construed, however, to prohibit unit owners and/or residents from making reasonable use of common areas adjacent to their entrances for potted plants, wreaths or small decorative articles that do not interfere with clear elevator access.
  3. No unit owner or resident shall store or leave trailers, mobile homes, recreational vehicles or any vehicle that is not operable and used for personal transportation on the condominium premises. Boats are allowed parked in the garage with door closed. If no such areas are provided, they shall be stored elsewhere. Vans, trucks or tractor trailers greater than 24 feet in length, other than moving or service vans in bona fide use for the purpose of moving or servicing the property of condominium unit owners or tenants, may not be brought onto or allowed to remain on condominium premises.
  4. Garbage shall not be placed outside units, except in dumpsters placed at central collection points. A trash can shall be available in the pool area for miscellaneous trash, but not household garbage. Please teach your children to keep our grounds clean, and please cooperate by picking up and depositing in a trash receptacle any loose trash which you may encounter anywhere on the condominium property.
- F. Alterations.
1. Exteriors. No alterations may be made to the outside of buildings or grounds without written permission of the Board of Directors and/or its Architectural Review Committee.
- G. Signs. No sign, advertisement, notice or other lettering, expressly including "For Sale" or "For Rent" signs, shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the common elements, limited common elements or condominium units so as to be visible from any part of the common elements or adjoining properties or rights of way, except by or with the express written permission of the

Board of Directors

H. Dangerous Substances. No flammable, combustible, explosive or highly toxic solid, fluid or gaseous chemical or substance shall be kept in any unit or any of the limited common elements, except such as are required for normal household use, without the ~~express~~ written consent of the Board of Directors.

IV.

Guests and Tenants

A. Accompaniment by Resident Hosts. Guests are welcome to use common areas, but it is imperative that the resident hosts accompany local guests. If a resident is not present, the local guests may be requested to leave the grounds.

B. Rights and Responsibilities of Owners and Tenants. Tenants have all the rights and responsibilities owners do, except for voting. Both owners and tenants are welcome to attend meetings of the Board and unit owners. Dates and times may be obtained from a Board member.

V.

Management

A. Complaints. If there is a Management Agreement in effect, complaints regarding the servicing and management of the condominium shall be made in writing to the Management Firm with copies furnished to the Board of Directors. If no such agreement is in effect, complaints should be made directly to the Board of Directors.

B. Employees and Contractors. Employees or independent contractors of the Management Firm, if any, or of the Association shall not be sent off the condominium premises by any unit owner or occupant at any time for any purpose, except for unruly, disorderly or unlawful behavior.

C. Payment of Assessments. Payment of monthly assessments shall be made either in person or by mail at the office of the Management Firm, as designated in the Management Agreement, if any. If there is no Management Agreement in effect, payment shall be made either in person or by mail at the condominium unit of the Association Treasurer or at such other place as the Treasurer may direct.

VI.

Assessments for Common Expenses

A. Due Date for Assessments. Monthly assessments are due from unit owners in advance on the first (1st) day of each month and shall be payable on or before the fifth (5) day of such month without penalty. All amounts assessed by the Association against any unit owner or condominium unit are a lien against the unit.

B. Lien for Assessments. The lien for assessments includes:

1. A late or delinquency charge not in excess of the greater of the largest amount allowed by law, twenty dollars (\$20.00) or ten percent (10%) of the amount of each assessment (or installment of the assessment) not paid when due;

2. At a rate not in excess of the greater of the largest amount allowed by law or eight percent (8%) per annum, interest on each assessment (or installment of the assessment) and any delinquency or late charge pertaining to such assessment or installment from the date such installment was first due and payable.

3. The costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit and reasonable attorney's fees actually incurred; and

4. The fair rental value of the condominium unit from the time of institution of an action until the sale of the condominium at foreclosure or until the judgment rendered in the action is otherwise satisfied.

C. Foreclosure of Lien. Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the unit owner both at the address of the unit and at any other address or addresses provided to the Board of Directors in writing, the lien for assessments may be foreclosed by the Association by an action, judgment and foreclosure in the same manner as other liens for the improvement of real property. The notice will specify the amount of the assessments then due and payable, together with late charges and interest accrued thereon.

D. Statement of Assessments. Any unit owner, mortgagee of the unit or lender considering the loan of funds to be secured by a condominium unit shall be entitled, upon request, to a statement from the Board of Directors setting forth the amount of assessments past due and unpaid, together with late charges and interest applicable thereto against such condominium unit. The request must be in writing, must be delivered to the registered office of the Association and must state an address to which the statement is to be directed. Within five (5) business days after receipt of the request, the Board of Directors shall mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such 5-day period with respect to the unit involved to such address as may be specified in the written request. The Board may decide by resolution to assess a fee of \$10.00 as a prerequisite to the issuance of such statement.

E. Payment of Assessments. Payment of monthly assessments shall be made either in person or by mail at the condominium unit of the Association Treasurer or at such other place as the Treasurer may direct.

VII.

Rules Enforcement; Additional Rules.

A. Enforcement.

1. Rules should be posted in appropriate places within rental units and handed to all tenants at the time of renting by a Member of the Rules Committee or person designated by the Board

2. It is the duty of each resident to report rules violations to the Management Firm, if any, or to a member of the Rules Committee Board of Directors. Failure to obey any applicable provision of Law, the condominium documents or any rules and regulations adopted pursuant to same shall be grounds for an action (i.) to recover damages (ii) to obtain injunctive and other equitable relief or (iii) both. In order to enforce compliance with all such lawful provisions and in addition to any other rights of and remedies available to the Association, the Board of Directors may impose and assess fines (i.) in the amount of ten dollars (\$10.00) for the initial occurrence of a violation which is abated and (ii) in an amount of up to \$100.00 per occurrence of violations that have happened more than once or that have not been discontinued prior to the imposition of sanctions after the Board has held the hearing required hereunder. The Board may also suspend temporarily the right of use of certain of the common elements in such manner and to such extent as the Association may from time to time determine, provided that no such suspension shall deny any unit owner or occupant access to the unit owned or occupied nor cause any hazardous or unsanitary condition to exist. The Board shall not impose fines or suspend any rights of a unit owner or occupant unless and until the procedure stated below has been followed

3. After two complaints have been received, the Management Firm, if any, the Chairperson of the Rules Committee or the President of the Association shall give a verbal warning to the rules violator.

4. If further complaints are received following the first warning, the Board shall take action. The first action shall be to write a letter to the violator stating the alleged violation, the action required to eliminate the violation and a time period (not less than 10 days) during which

the violation may be eliminated without further sanction or, if the violation is not a continuing one, a statement that any further violation of the same rule may result in the imposition of sanctions after notice and hearing. If the violation continues past the period allowed and the demand for abatement without penalty or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed. In the case of tenants, a copy of the letter shall also be sent to the owner.

5. The hearing may be held in executive session pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. If the tenant and/or owner can not attend the meeting, a letter may be presented to the Board at the meeting, and the letter will be read by the Board before any sanction is imposed. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. No further proof is necessary if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

6. The Board may then proceed to assess a fine or file suit for damages and/or injunctive or other equitable relief for each violation. In addition to the person or persons actually committing rules violations, the fines will be assessed and the suits will be filed against the condominium owner, regardless of whether the violations were committed by the owner or by tenants, guests or family members of the owner.

B. Additional Rules. When a Management Agreement is in effect, the Management Firm shall have the right to make such additional Rules and Regulations as may be required from time to time without the consent of the Condominium Association or its members. At all other times, such rule-making power shall be vested in the Board of Directors. Such additional rules and regulations shall be as effective and binding as all other Rules and Regulations previously adopted, provided, however, that any Rule or Regulation adopted by the Management Firm may be overruled and cancelled and a new or replacement Rule or Regulation may be adopted by a simple majority vote of the Board of Directors and provided further that any Rule or Regulation of the Board of Directors or any Rule or Regulation of the Management Firm in which the Board acquiesces may be similarly overruled and cancelled and a new or replacement Rule or Regulation may be adopted by a two-thirds (2/3) majority vote of the Association members, as provided in the Declaration.



# EXHIBIT "H"

## BY-LAWS OF SHADOW BROOKE VILLAGE CONDOMINIUM OWNERS ASSOC., INC.

1. Authority: These By-Laws are established pursuant to Georgia law and the Declaration of SHADOW BROOKE VILLAGE CONDOMINIUMS (hereinafter referred to as "Declaration") by DEMERE MARSH ASSOCIATES, L.L.C. (hereinafter referred to as "Owner"). The law and the Declarations are incorporated herein by reference.
2. Name: The name of this Association shall be "SHADOW BROOKE VILLAGE CONDOMINIUM OWNERS ASSOC., INC.", an association of condominium owners.
3. Powers: The Association shall have all of the powers and duties as set forth in the law, except as modified by the Declaration and these By-Laws, and all other powers and duties reasonably necessary to operate and maintain the Condominium Property on the principles and standards set forth in the Declaration, these By-Laws and the other condominium documents.
4. Membership: The membership of the Association shall consist of all of the record owners of the condominiums. Each condominium owner shall automatically become a member of the Association upon acquisition of title to a condominium, and the membership of the prior owner shall be automatically terminated upon transfer of his entire title. However, execution of a mortgage shall not entitle the mortgagee to membership and shall not terminate the membership of the owner executing such mortgage.
- 5) Applicability: These By-Laws shall apply to the condominiums known as SHADOW BROOKE VILLAGE CONDOMINIUMS, St. Simons Island, Georgia, 31522, said property being more particularly described in the Declaration, and shall be binding upon all condominium owners, their lessees, grantees, heirs, executors, administrators, devisees, successors and assigns, and on all other persons occupying or using said Condominium Property in any manner. The ownership, rental or occupancy of any condominium shall constitute acceptance and ratification of these By-Laws and all other condominium documents.
6. Board of Directors:
  - A. Number: The affairs of the Association shall be governed by Board of Directors (hereinafter referred to as "Board") initially composed of two (2) members, both of whom must, at all times during their services as Directors, be owners of condominiums or an officer or employee of a mortgagee, or officers or employees of a corporation owning one or more condominium. At such time as Declarant shall surrender control of the Association, the number of Directors shall increase to five (5) members.

- B. Powers: The Board shall have all the powers and duties necessary to administer the affairs of the Association and to do all things on behalf of the Association as are not by law nor by the Declaration directed to be done otherwise. The Condominium Property and the business of the Association shall be managed by its Board of Directors.
- C. Management: The Board may employ for the Association a management agent or agents and such personnel as the Board may deem necessary under such terms and compensation and with such duties as the Board may authorize.
- D. Election and Term of Office: At the first meeting of the Association, two initial (2) Directors shall be elected for the term of one year. The Directors shall serve a term of one year and be elected at the annual meeting or at such other meeting of the Association as shall be called for such purpose. A Director shall hold office until his successor has been elected and takes office.
- E. Vacancies: Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the remaining Director, even though they may constitute less than a quorum; and each person so elected shall hold office until a successor is elected at the next annual meeting of the Association, unless sooner removed.
- F. Removal of Directors: At any regular or special meeting of the Association, any of the Directors may be removed with or without cause by a vote of eighty percent (80%) of the total authorized vote of the Association members, and a successor may then and there be elected by majority to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting prior to the vote on his removal.
- G. Organizational Meeting: The first meeting of the first Board shall be held within ten (10) days after election at such time and place as shall be determined by the Directors.
- H. Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. At least one regular meeting shall be held during each calendar year. Written notice of the time and place of regular meetings of the Board shall be given to each Director at least ten (10) days prior to the day named for such meeting.
- I. Special Meetings: Special meetings of the Board may be called on ten (10) days written notice to each Director, which notice shall state the time, place and purpose of the meeting. Telephonic meetings may be held by the Board and written minutes shall be prepared and filed with the Board's records.
- J. Waiver of Notice: Any Director may waive notice of a meeting by written waiver executed before, at or after the meeting. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting.



K. Board of Directors quorum: At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any business which might have been transacted at any adjourned meeting as originally called may be transacted at any adjourned meeting at which a quorum is present, without further notice.

7. Association Officers:

A. Number and Election: There will be elected by and from the Board an Association President (who shall also be the Chairman of the Board), a Secretary and a Treasurer. The Secretary and Treasurer may be the same person. The Directors may appoint such other officers from the Association membership as in their judgment may be needed.

B. President: The President shall also serve as Chairman of the Board of Directors and shall be the chief executive officer of the Association. The President shall be in charge of the general management of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The President shall call meetings of the members of the Association and the Board of Directors to order and shall preside at such meetings. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors.

C. Secretary: The Secretary shall attend all sessions of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in books to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notice required to be given of any meetings of the Association and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. The Assistant Secretary shall, in the absence or disability of the Secretary, or at his request, shall perform the duties of the Secretary and exercise the powers and authority of this office.

D. Treasurer: The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association, and in general, he shall perform all the duties incidental to the office of a Treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors or the President.

E. In case of the absence of any officer of the corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such officer to any officer or to any director.

F. Term: The officers shall be elected annually and shall hold office at the pleasure of the Board.

8. Indemnification and Compensation of Officers and Directors:

A. Indemnification: Each Director and each officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses were incurred. However, no indemnification shall be paid to a Director or officer who is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties.

B. Compensation: No Director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by resolution adopted by a majority vote of the condominium owners.

9. Association Meetings:

A. Place of Meeting: Meetings of the Association shall be held in Glynn County, Georgia, at such suitable place convenient to the members as may be designated by the Board, except that the owners shall designate the place of the first meeting.

B. Annual Meeting: The first meeting of the Association shall be held within one hundred eight (180) days after the filing of the Declaration. Thereafter, the annual meeting of the Association shall be held on the first Saturday of February of each calendar year, unless such day is a legal holiday, in which event the meeting shall be held on the next succeeding business day. The Board of Directors shall have the right to change the time and place of any meeting.

C. Special Meetings: The President may call a special meeting of the Association at any time and he shall be required to call a special meeting of the Association if directed by a majority of the Association members and presented to the Secretary. The call of a special meeting shall be by notice stating the time, the place, the purpose and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

D. Notice of Meeting: It shall be the duty of the Secretary to mail by United States Mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each condominium owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days of any other meeting. The



mailing of such notices shall be considered notice served. Any member may waive notice of a meeting by written waiver executed before, at or after the meeting. Any members attending a regular meeting or special meeting shall be deemed to have waived notice of such meeting. The notice of the meeting shall state the time, place and purpose of such meeting.

E. Order of Business: The order of business at all annual meetings shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees, if any.
- (6) Election of inspectors of election.
- (7) Election of Directors.
- (B) Unfinished business.
- (9) New business.

F. quorum. At all meetings, regular or special, the presence of members entitled to cast 51% or more of the total authorized votes shall constitute a quorum.

G. Rules of Order: Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of the Association shall be governed by Roberts Rules of Order.

10. Voting by Members of the Association:

A. Percentage of Vote: Voting shall be on a percentage basis and the percentage of the vote to which each member is entitled is the percentage of the ownership of the Common Elements assigned to the condominium or condominiums owned by such member. Said percentage shall not be divisible and the vote thereof may not be cast in part.

B. Designation of Voting Representative: If a condominium is owned by one person, his right to vote shall be established by the record title to his condominium. If a condominium is owned by more than one person or is under lease, the person entitled to cast the vote for the condominium shall be designated by a certificate signed by all of the record owners of the condominium and filed

with the Secretary. If a condominium is owned by a corporation, the person entitled to cast the vote for the condominium shall be designated by a certificate of appointment signed by the president or vice president of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until written notice of a change in the ownership of the condominium concerned is delivered to the Secretary of the Association. Whenever the decision of a condominium owner is desired upon any matter, whether or not the subject of a vote at an Association meeting, such decision shall be expressed by the person who would be entitled to cast the vote of such condominium in an Association meeting.

C. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

11. Amendment. These By-Laws may be amended only at a duly constituted annual or special meeting of the Association, the notice of which states that consideration of such proposed amendment is a purpose of the meeting. These By-Laws may be amended only by affirmative vote of members entitled to cast 52 % or more votes of all the members of the Association.

Adopted as the By-Laws of SHADOW BROOKE VILLAGE CONDOMINIUM OWNERS ASSOC., INC at the organization meeting of the Board of Directors held on 15 day of March, 2002.

✓ [Signature]  
Director  
[Signature]  
Director

Certified as the By-Laws of SHADOW BROOKE VILLAGE CONDOMINIUM OWNERS ASSOC., INC at the first regular meeting of members of the Association held on the 15 day of March, 2002.

✓ [Signature]  
President of Association  
Attest: [Signature]  
Secretary

AMENDMENT TO  
BY-LAWS OF SHADOW BROOKE VILLAGE CONDOMINIUM OWNERS ASSOC., INC.

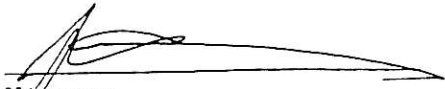
At the annual meeting of homeowners held on March 7, 2009, the same being duly called with proper notice to all and pursuant to authority granted in Paragraph 11 of the By-Laws Shadow Brooke Village Condominium Owners Assoc., Inc., said By-Laws were duly amended as follows:

Paragraph 6, subparagraph D. Election and Term of Office was amended to read as follows:  
Election and Term of Office: At the annual meeting of the Association, five (5) directors shall be elected as follows: Two (2) Directors shall be elected for the term of one year, Two (2) Directors shall be elected for the term of two years, and one Director shall be elected for the term of three years. The Directors shall serve a term of one year and be elected at the annual meeting or at such other meeting of the Association as shall be called for such purpose. A Director shall hold office until his successor has been elected and takes office.

Paragraph 9, subparagraph F. Quorum was amended to read as follows:  
F. Quorum. At all meetings, regular or special, the presence of members entitled to cast 52% or more of the total authorized votes shall constitute a quorum.

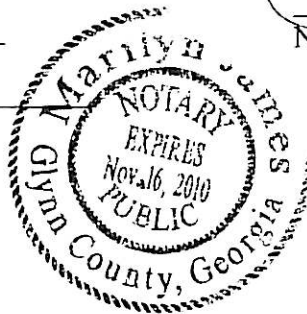
This the 14 day of July, 2009.

Signed, sealed and delivered  
in the presence of:

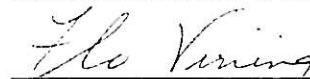
  
Witness

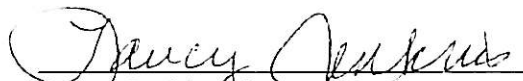
  
Notary Public

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



SHADOW BROOKE VILLAGE  
CONDOMINIUM OWNERS ASSOC., INC.

  
Flo Vining, President

  
Nancy Jenkins, Secretary

Filed and Recorded 08/07/2009 at 03:27:41 PM  
CFN #632009009656 Transaction#42187  
Clerk of Superior Court Glynn County, GA  
Deed BK 2620 PG 1 - 1, Lola Jamsky #1

RETURN TO:  
James G. Williams & Associates  
286 Redfern Village  
St. Simons Island, GA 31522  
912-638-3689

Filed and Recorded 02/05/2010 at 03:12:18 PM  
CFN #632010001195 Transaction#49180  
Clerk of Superior Court Glynn County County, GA  
Deed BK 2686 PG 302 - 304. Lola Jamsky #1

**GEORGIA, GLYNN COUNTY**

**AMENDMENT TO DECLARATION OF  
SHADOW BROOKE VILLAGE CONDOMINIUMS**

**WHEREAS, the requisite number of unit owners after due and proper notice all as required under the Declaration of Shadow Brooke Village Condominium as the same is recorded in the Office of the Clerk of Superior Court of Glynn County Georgia in Deed Book 1007, Page 244 as previously amended voted to amend said Declaration in the following respects:**

**AMENDMENT 1:**

**ARTICLE II, PROPERTY RIGHTS, Section 2.01a, Item C, Page 5 is amended to read:**

**C. Boundaries of Screened Porches, Storage and Garages**

**A unit shall include, as indicated above on the architectural plans a screened porch, designated ground floor storage and designated garage for each unit. The boundaries of the screened porch, storage and garage shall be as follows: all upper, lower and side boundaries shall be the same as set forth above for the heated living area: however, should the front and side boundaries of the screened porch be railing, the unit shall not include the railing, and boundary shall be the interior surface of the railing. Maintenance of the finished floor of the screened porch shall borne by the unit owner to which the screened porch is appurtenant, as well as, the screens (screening) enclosing the porch and all interior surfaces of porch to include but not limited to ceiling fans and light fixtures. Each screened porch, designated storage and designated garage is a part of the unit, which it abuts and/or is designated for and is exclusive use of the owner of the abutting and/or designated unit. It is further provided that no owner shall paint or otherwise decorate or change the exterior appearance of any portion of the condominium and/or condominium property.**

**AMENDMENT 2:**

**ARTICLE IV, MAINTENANCE, Section 4.02, (a), page 11 is amended to read:**

**(a) Maintenance of a Condominium shall be responsibility and expense of Owner thereof and shall, subject to the provisions of Section 4.01, include but not be limited**

to, maintenance of all portion of the Condominium, all fixtures, appliances and equipment installed therein commencing at a point where the utility lines, wires, pipes, conduits or systems enter the exterior walls of a Condominium, and such work shall be done without disturbing the rights of other Owners. However, repair to sewer lines determined to have been necessitated by the actions of any Condominium Owner shall be the sole responsibility of such Owner. In addition, each Condominium Owner shall be responsible for the maintenance of all glass surfaces of his Condominium and of all windows, window screens, mailboxes and other hardware attached to the exterior surfaces of is Condominium, as well as, the screens (screening) enclosing the porch and all interior surfaces of porch to include but not limited to ceiling fans and light fixtures. All maintenance and replacement of such items shall be of the same type originally installed in the Condominium unless replacement with a different type is approved in writing by the Board of Directors of the Association or its designated architectural committee.

**AMENDMENT 3:** The Declaration is amended so that any provision therein which conflicts with the following shall be changed and interpreted so as to be in conformity with the following:

Any amendments of a material adverse nature to mortgagees shall be agreed to by mortgagees that represent at least 51 percent of the votes of unit estates that are subject to mortgages.

Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages.

There will be implied approval when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**Rights of Condo Mortgagees and Guarantors -** The mortgagee and guarantor of the mortgage on any unit in a condominium project shall have the right to timely written notice of:

- a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- b) Any 60-day delinquency in the payments of assessments or charges owned by the owner of any unit on which it holds the mortgage;
- c) A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and

d) Any proposed action that requires the consent of a specified percentage of mortgagees.

Unpaid dues- Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the lender will not be liable for any fees or costs related to the collection of the unpaid dues.

NOW THEREFORE, except as amended the original Declaration shall remain in full force and effect.

In Witness Whereof, the undersigned have set their hands and affixed their seals this the

4<sup>th</sup> day of February, 2010.

SHADOW BROOKE VILLAGE  
CONDOMINIUM OWNERS ASSOC.,  
INC.

Flo Vining  
Flo Vining, President

Nancy Jenkins  
Nancy Jenkins, Secretary

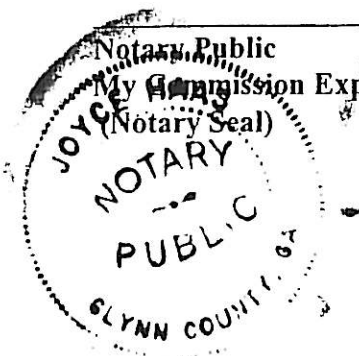
Renee Kuth  
Witness

Notary Public

My Commission Expires :

Sept. 23, 2011

(Notary Seal)



12:51 PM  
08/17/06  
Accrual Basis

# Shadow Brooke Village Condo Association Profit & Loss Budget Overview January through December 2007

	Jan 07	Feb 07	Mar 07	Apr 07	May 07	Jun 07	Jul 07	Aug 07	Sep 07	Oct 07	Nov 07	Dec 07	TOTAL
Income													
CONDO FEE	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	327,600.00
FINES PAID BY OWNERS	50.00					50.00							100.00
INTEREST INCOME	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	120.00
LATE FEE	25.00			25.00									50.00
Total Income	27,385.00	27,310.00	27,310.00	27,335.00	27,310.00	27,360.00	27,310.00	27,310.00	27,310.00	27,310.00	27,310.00	27,310.00	327,870.00
Expense													
BANK CHARGES	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	60.00
CLEANING-SPECIAL PRO...	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUMPSTERS	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	620.77	7,448.24
ELECTRIC	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	33,600.00
ELEVATOR MAINTANCE	6,500.00			6,500.00									26,000.00
ELEVATOR SERVICE CAL...	300.00												1,000.00
FLOOD INSURANCE	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	1,124.00	13,488.00
GA STATE ELEVATOR IN...	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	1,560.00
GATE MAINTANCE	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
GROUNDS MAINTANCE	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	58,800.00
INSURANCE	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	115,200.00
KITCHEN & MEETING EX...	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
LIABILITY INSURANCE	3,500.00	1,650.00	1,650.00	1,650.00	1,650.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	22,200.00
MANAGEMENT FEES	1,650.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
MONITORING FEES	250.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
OFFICE SUPPLIES	35.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	3,300.00
PEST CONTROL	275.00	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	77.63	931.56
POND MANAGEMENT	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
POOL SUPPLIES	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
POSTAGE	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUMP-ELEVATOR REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PUMP-LAGOON REPAIRS	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	3,820.00	45,840.00
REPAIRS & MAINTANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REPAIRS UNSCHEDULED	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	22,200.00
RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIGNS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPECIAL PROJECTS	50.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	13,500.00
TAXES STATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TELEPHONE	1,125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TREE / STORM MAINTAN...	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
WATER BILL	38,987.40	28,437.40	28,437.40	34,937.40	29,337.40	29,037.40	35,537.40	29,037.40	28,437.40	35,537.40	29,037.40	29,037.40	376,798.80
Total Expense	38,987.40	28,437.40	28,437.40	34,937.40	29,337.40	29,037.40	35,537.40	29,037.40	28,437.40	35,537.40	29,037.40	29,037.40	48,928.80
Net Income	-11,602.40	-1,127.40	-1,127.40	-7,602.40	-2,027.40	-1,677.40	-8,227.40	-1,727.40	-2,127.40	-8,227.40	-1,727.40	-1,727.40	-48,928.80



11:02 AM  
01/19/06  
Accrual Basis

Shadow Brooke Village Condo Association  
**Profit & Loss Budget Overview**  
January through December 2006

	Jan - Dec 06
Income	
CONDO FEE	214,500.00
INTEREST INCOME	96.00
LATE FEE	100.00
SALES GATE OPENERS	50.00
Total Income	214,746.00
Expense	
BANK CHARGES	60.00
CHECKING ACCT. SUPPLIES	250.00
CLEANING-SPECIAL PROJECTS	4,800.00
DUMPSTERS	7,793.28
ELECTRIC	33,600.00
ELEVATOR MAINTANCE	26,574.00
ELEVATOR SERVICE CALLS	6,000.00
FLOOD INSURANCE	8,800.00
GA STATE ELEVATOR INSPECTIONS	1,170.00
GATE MAINTANCE	2,500.00
GROUND MAINTANCE	38,200.00
INSURANCE	45,000.00
KITCHEN & MEETING EXPENSES	300.00
LIABILITY INSURANCE	3,500.00
MANAGEMENT FEES	19,050.00
MONITORING FEES	2,500.00
OFFICE SUPPLIES	700.00
PEST CONTROL	3,000.00
POND MANAGEMENT	931.56
POOL SUPPLIES	1,200.00
POSTAGE	400.00
PROFESSIONAL FEES	200.00
PUMP-ELEVATOR REPAIR	1,500.00
PUMP-LAGOON REPAIRS	600.00
REPAIRS & MAINTANCE	53,360.00
REPAIRS UNSCHEDULED	1,500.00
RESERVE FUND	19,050.00
SIGNS	200.00
SPECIAL PROJECTS	500.00
TAXES STATE	50.00
TELEPHONE	7,740.00
TREE / STORM MAINTANCE	700.00
WATER BILL	300.00
Total Expense	292,028.84
Net Income	-77,282.84