

A
Compilation
of
Restrictions, Covenants, Conditions, Limitations,
Reservations, Easements, Rights and Privileges
Relating to

ST. SIMONS ISLAND CLUB SUBDIVISION

and

By-Laws

of

ST. SIMONS ISLAND CLUB
PROPERTY OWNERS' ASSOCIATION, INC.

Revised Dec 2003

This compilation of the Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges relating to the St. Simons Island Subdivision has been prepared for the convenience of owners and purchasers of lots in the Subdivision. It is an amendment of the original Declaration made and established by Sea Island Properties, Inc., the developer of the Subdivision, (hereinafter sometimes referred to as "Properties"). This amendment has been made to reflect the transfer of administrative control of the rights and duties arising under the Declaration from Properties to the St. Simons Island Club Property Owners' Association.

It should be noted that the restrictive covenants and the notices referred to on the Subdivision plats, as said covenants, amendments thereto and plats are recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, constitute enforceable covenants running with the land under the laws of the State of Georgia, and that in the event that said recorded covenants, amendments thereto and plats shall conflict with this compilation, the recorded document shall control.

It is essential that purchasers should carefully read and preserve this Declaration and any Amendments thereto and upon resale, this pamphlet should be handed to the purchaser. In every resale, reference should be made to this instrument.

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A COMPILATION
OF
DECLARATION
OF
Restrictions, Covenants, Conditions,
Limitations, Reservations, Easements, Rights
and Privileges
(As Amended December 23, 2003)

Applicable to St. SIMONS ISLAND CLUB SUBDIVISION, PHASES I, II, III, IV, V, VI, VII, VIII, AND IX, on St. Simons Island, in Glynn County, Georgia, a high quality single family residential subdivision, the plats of which made by George P. Underwood, Jr., Georgia Registered Land Surveyor No. 1927, are dated and recorded in the public real estate records in the office of the Clerk of Superior Court of Glynn County, Georgia as follows:

PHASE	PLAT DATED	PLAT DRAWER	MAP NUMBER
I	September 17, 1979	17	656
II	September 26, 1980	17	670
III	October 1, 1980	17	682
IV	December 24, 1980	18	701
V	March 9, 1982	18	722
IV	December 27, 1984	19	1086
VII	May 29, 1986	19A	1262
VIII	June 22, 1987	20	103
IX	April 7, 1988	20	224

There is imprinted on and made a part of said Plats of St. Simons Island Club Subdivision, hereinafter referred to as "Said Plat," a GENERAL NOTICE to purchasers of lots in said Subdivision, respecting certain reservations, made by Sea Island Properties, Inc., developer of the Subdivision, in lots in said Subdivision. Said GENERAL NOTICE was made a part of this Declaration with the same force and effect as if it was incorporated therein, and the Declaration was made in partial exercise of

the rights and privileges set out in said GENERAL NOTICE. The present amended form of this Declaration has been adopted and promulgated by the members of the St. Simons Island Club Property Owners' Association, Inc., (hereinafter referred to as the "Association"), pursuant to their right and authority to do so under the terms and conditions of Paragraph 4 of Article XVII of the original Declaration.

NOW THEREFORE, the Association hereby acknowledges and declares that the following Restrictions, Covenants, Conditions, Limitations, Easements, Rights and Privileges apply in respect to the lots and to the use of the lots shown on Said Plat, and that the following Reservations apply in and in respect to the lots, areas and streets shown on Said Plat, to-wit:

I. GENERAL APPLICABILITY OF DECLARATION:

The Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges herein set out apply to all lots, areas and streets shown on Said Plat, just as if they were fully set out in each deed from Properties to any person, firm or corporation covering any of said lots, areas or streets. They do not apply to the adjacent Golf Course and Lakes or Lagoons, which are the property of Sea Island Company, a Georgia corporation. Properties agreed and bound itself to make all deeds of land in said Subdivision and all contracts of sale or contracts for deeds conveying land in said Subdivision, subject to said Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges.

II. RESERVATIONS:

1. The Association reserves the right to amend or add to the Restrictions, Conditions and Limitations to be incorporated in deeds or contracts for deeds for any and all lots in said Subdivision; provided always that any amendment to such Restrictions, Conditions and Limitations shall be in conformity with the general purpose of the Restrictions, Conditions and Limitations herein contained. The recording of an Amendment or Supplementary Declaration shall be notice to all lot owners in said Subdivision or any addition to or extension or enlargement thereof of any amendment or addition to this Declaration or to the Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges set out herein, including the addition of other phases of development.

2. The rights and privileges reserved and set out herein shall inure to the benefit of the successors and assigns of the Association.

3. Sea Island Company, a Georgia corporation, for itself, its successors and assigns, makes no representation as to the operation, maintenance, management or use or right of use by any purchaser from it of the Golf Course, Lakes, Lagoons, or other amenities shown on Said Plat. Said amenities and facilities are owned by Sea Island Company, a Georgia corporation.

4. Said Sea Island Company is the owner and operator of the Golf Course, a portion of which is shown on Said Plat, of the Club House (not shown on Said Plat) and of the Lakes or Lagoons shown on Said Plat. The Association makes no representation as to the future ownership or operation of said amenities or facilities, or any extension or enlargement that may be made of said amenities or facilities, such as tennis courts or swimming pools, or respecting the right of any lot owners in said Subdivision to use and/or enjoy such facilities or amenities.

III. EASEMENTS:

UTILITY EASEMENTS:

The Association reserves the perpetual easement in, on, over and under the streets shown on Said Plat, and in, on, over and under a strip of land five feet in width along the side and rear property lines of each lot, with the full right of entry for the purpose of establishing, constructing and maintaining any utility, with the right to lay and install or to erect and maintain poles, conduits and wires for telephone, electric power, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of the Association to provide and maintain any such activity or service and the same may be exercised by any licensee of the Association. Sea Island Company has reserved unto itself, its successors and assigns, a fifteen-foot easement, adjacent to the shore line of any Lake or Lagoon, so that Sea Island Company may, in its discretion and at its convenience, maintain said Lake or Lagoon.

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCE:

(a) All lots in said Subdivision shall be used solely and only for residential purposes, and only one single family residence building for a private residence, not to exceed thirty-five feet in height, with an attached private garage for not more than four automobiles, and/or servants quarters, shall be erected upon any lot, but more than one lot may be used as a site for a single residence.

(b) No lot or lots may be used for any commercial activity, including the commercial operation of a tennis court or courts or a swimming pool or swimming pools.

2. MINIMUM GROUND AREA FOR RESIDENCE:

No residence containing an area of less than 2000 square feet shall be erected on any lot or lots. Two-story residences must have not less than 1500 square feet on the ground floor. The ground area of attached garages and porches will be considered as one-half of the actual square footage for the purposes of this restriction.

3. SET BACKS OF RESIDENCE BUILDING FROM PROPERTY LINES:

All minimum setbacks from the front and rear property lines, abutting the street and the Golf Course, shall be as shown and delineated on Said Plat. The minimum setback from inside division lines shall be not less than ten feet from the nearest building line whether wall lines or roofing overhang.

4. DUAL FACING OF RESIDENCES:

All residence buildings on lots abutting the golf course or a lake or lagoon shall be so designed and oriented on the lot as to present an attractive appearance from the Golf Course or Lake or Lagoon side and from the street side.

5. SUBDIVIDING OF PROPERTY:

No lot shall be sold or subdivided except as a whole for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots on either side. In no event shall any lot or building site contain less than 16,588 square feet.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS:

(a) No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the

grading of the lot to be built upon shall have been submitted to and approved in writing by the Association, its successors and assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged for one year after certificate of occupancy is issued with the Association. The Association shall have the right to refuse to approve any such building plans, specifications and/or grading plans, which, in its absolute discretion, are not suitable or desirable for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building and the materials of which it is to be built, to the lot upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building, as planned, on the outlook from the adjacent or neighboring property. All fences, walls, attached garages and other structures shall be constructed in general conformity with the general architecture of the dwelling house and of materials which shall conform to the materials used in such dwelling house.

(b) Such building plans and specifications shall be prepared by a registered architect and shall consist of not less than the following: foundation plan, section details, floor plan of all floors, elevation drawings of all exterior walls; roof plan, and plot plan showing location and orientation of building on the lot with all setbacks indicated. Such plans and specifications also shall show the location of all trees having a diameter of 10 inches or more, measured at four and one half (4 ½) feet from the base, and shall indicate the driveway, service court on the lot, parking and all additional such facilities.

(c) The Association reserves the right to establish and enforce general development criteria for the approval of construction of buildings on the real property which is the subject of these restrictions, which may include general or specific requirements concerning the nature, kind, shape, height, materials, color schemes as well as other architectural and structural requirements.

(d) A preliminary landscape development plan shall be submitted and approved by the Association concurrently with the building plans. A final landscape plan shall be submitted and approved before planting. Landscape screening shall be provided for any detached structures such as pump houses. Purchasers of lots in said Subdivision agree that the Association, shall be vested with the right to enforce compliance with the requirement to complete landscape planting, all as is set out in the By-Laws of the

Association. No lot may be cleared until the architectural plans have been approved by the Association.

(e) Owner and his or her General Contractor shall agree in writing to provisions of paragraph 13 of this Article as a condition of approval.

7. CUTTING OF LARGE TREES:

No living tree having a diameter greater than ten inches, measured at four and one half (4 ½) feet from the base, may be cut on any of the lots in said Subdivision, without the written consent of the Association, except such trees as shall be growing within twenty feet of the residence to be erected thereon.

8. OFF-STREET PARKING:

The owner of each lot or lots, comprising a building site, shall provide an off-the-street parking area on his lot for no less than four vehicles.

9. LOT SURVEY MONUMENT:

If permanent corner reference monuments have not been erected or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at his expense, before construction is commenced on any lot.

10. HIDDEN SERVICE COURT:

A service court or drying yard area, hidden from view from the Golf Course, any adjoining street and adjoining lot owners, must be included in the architectural or landscape plans and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage.

11. SPECIFIC PROHIBITIONS:

(a) The erection and occupancy of a garage or garage apartment on any lot, prior to construction of the main residence, is prohibited.

(b) No exposed foundation piers and no three sided or lean-to buildings will be permitted.

(c) No metal clad, asphalt, asbestos or wood "shingle" siding or exposed concrete block larger than standard brick size will be permitted.

(d) No metal roof, or no unusually steep roof or other unusual rooflines will be permitted without approval of the Architectural Control Committee.

(e) No fence or walls may be constructed without prior approval of the Association, its successors or assigns. No boundary line fence, wall, hedge or

shrubby shall be permitted with a height of more than six feet without prior approval of the Association.

(f) No doorless garages or carports are permitted.

12. TRAFFIC HAZARDS:

No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such will obstruct the vision of a motorist on any adjacent street or lane and thus create a traffic hazard.

13. LENGTH OF CONSTRUCTION:

(a) The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot, prior to the commencement of construction and at the time construction plans are submitted to the Association for approval, shall agree upon a construction timetable covering the time within which said construction is to take place and be completed. Should there be a material or a significant deviation from the timetable so established, so that construction is prolonged unduly resulting in material located upon the property being stored or scattered in an unsightly manner or the construction work is halted for a period of in excess of sixty (60) days, so as to prevent an unsightly and an unattractive appearance, the Association shall have the right to enter upon said lot for the purpose of assembling the construction material in such a manner as to provide an orderly and well maintained appearance that will not be offensive to other lot owners in said Subdivision and the Association shall have a lien upon the lot so entered upon covering its costs and charges for performing such work.

(b) The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot shall do so within a period of sixteen months (16) from the date the foundation is begun to the date of final completion of said improvements. A fine or lien nor more than \$100 shall be assessed for any additional construction day at the end of the 16 months period.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in said Subdivision, any nuisance of any kind or character.

2. No trash, rubbish, garbage, debris or material shall be deposited on any lot, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

4. No parking of any vehicle, other than personal automobiles, shall be permitted on streets or lots except during construction and thereafter except for delivery or pickup; except, however, the Association may give permission for parking of a recreational vehicle, provided it is not occupied; provided, also, that a boat trailer, for a small boat not exceeding twenty-five feet in length, may be parked in a location on said lot screened from the street and adjacent residences.

5. No livestock or live fowl or other animals, except domesticated dogs and cats, shall be kept upon any lot. No dogs or cats will be permitted off the owner's property unless on a leash.

6. No advertising sign or advertising matter, including "For Sale" or "For Rent" signs, shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement on any lot without the written consent of the Association. The Association may enter upon any lot upon which such sign erected or displayed and summarily remove and destroy any such unauthorized sign or matter.

7. The Association reserves the right to care for vacant and unimproved and unkept lots, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and to do any other things and perform any labor necessary or desirable, in the judgment of the Association, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot or lots. This reservation shall not constitute an obligation on the part of the Association to perform any of the acts mentioned above.

8. The door to door solicitation by any person, either individually or as an agent, employee, officer or representative of any commercial enterprise, selling or seeking the sale of any items, articles or products, whether natural or manufactured, including the sale of items, articles or products, whether to be delivered at the time of the sale or by postal or commercial delivery thereafter, shall be treated as a nuisance and shall be prohibited. The door to door solicitation for financial or other enterprises and the effort

to enroll persons residing in said Subdivision in any type or kind of a scheme or device the end result of which contemplates the payment of money or the giving or awarding of a prize also shall be treated as a nuisance and shall be prohibited.

9. No fishing shall be permitted in the lagoons fronting on or bounded by or adjacent to said Golf Course while the Course is open for players. Fishing privileges in any lagoon in Said Subdivision shall be restricted to and enjoyed only by (1) the owners of lots in said Subdivision and the members of their family, including children and grandchildren, and (2) the guests of the owner of a lot in said Subdivision when accompanied by him or her.

10. Private wells and pool filtration systems must be screened as not to be seen from the road, adjacent properties and the golf course.

VI. OIL AND MINING OPERATION:

No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted or maintained upon any lot.

VII. COVENANTS RUNNING WITH THE LAND:

This Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges shall be construed as covenants running with the land and shall apply to and bind all persons, and shall be enforceable by the Association, its successors and assigns, or by any person who at any time shall own land in said Subdivision, but the failure to enforce one or more shall not be deemed as a waiver of the right to do so thereafter as to the same or any subsequent breach thereof.

VIII. TERM:

These covenants shall run with the land and shall be binding upon the Association, and all parties and persons claiming under them, for a period of twenty-five years from the date this Declaration shall be filed for record in the office of the Clerk of the Superior Court of Glynn County, Georgia; after which time, such covenants shall be

extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said Association, its Successors and assigns and the then owners of a majority of the lots in said subdivision. Said instrument shall be filed for record in said Clerk's office within ninety (90) days from the expiration of the preceding period.

IX. MEMBERSHIP IN ASSOCIATION:

Every person or entity who is a record owner of a fee or an undivided fee interest in any lot in said Subdivision shall be required to become a member of said St. Simons Island Club Property Owners' Association, Inc., a non-profit Georgia corporation organized and operated for the benefit of the owners of real property in said Subdivision. The membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association, which are of record in the office of the Secretary of State of the State of Georgia and to which reference is made for all purposes. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

X. TRANSFER OF MEMBERSHIP:

The membership in the Association held by any owner or lessee of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser of, or the holder of an encumbrance on such lot. Any attempt to make a prohibited transfer shall be void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot or lease, the Association shall have the right to record the transfer upon its books and shall issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

XI. VOTING RIGHTS:

The Association shall have one class of voting membership, hereinafter referred to as Member: A Member shall be all those owners as defined in Article III of the By-Laws of St. Simons Island Club Property Owners' Association, Inc.. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be Members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

XII. PROPERTY RIGHTS IN THE COMMON AREAS:

1. MEMBERS' EASEMENTS OF ENJOYMENT

Every Member shall have a right and easement of enjoyment in and to the parks, playgrounds, commons, streets, footways and any other properties or facilities owned and maintained by the Association, and now or hereinafter acquired, leased or controlled by the Association for the common use and enjoyment of the Members, which are hereinafter referred to as the "Common Properties," and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties.

(b) The right of the Association, in accordance with its Articles and By Laws, adopted and of force from time to time, to borrow money for the purpose of improving the Common Properties and in aid thereof, to mortgage or convey by security instrument the property so approved.

(c) The right of the Association to suspend a member's voting rights for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights, except failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) an instrument signed by the Members entitled to cast two-thirds of the votes has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty nor more than sixty days in advance, and (b) such public agency, authority or utility shall expressly accept said dedication or transfer.

2. DELEGATION OF USE

Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties to the members of his family, his tenants or contract purchasers who reside on the property.

3. WAIVER OF USE

No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties thereon or by abandonment of his lot.

4. TITLE TO THE COMMON AREAS

Sea Island Company has reserved the right and privilege of conveying to the Association any or all Lakes or Lagoons in said Subdivision at any time and without notice should it become the owner thereof. The Association thereafter shall be obligated to maintain said Lakes or Lagoons.

XIII. COVENANT FOR MAINTENANCE ASSESSMENTS:

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of any lot in said Subdivision or in any lot in any future addition to or extension or enlargement of said Subdivision which become subject to the jurisdiction of the Association, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (a) regular assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with interest thereon and costs of collection thereof,

shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of maintaining the rights of ways and streets in said Subdivision and of promoting the recreation, health, safety and the welfare of the Members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose, and related to the use and enjoyment of the Common Properties.

3. REGULAR ASSESSMENTS

The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of the Association after giving due consideration to the maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, will be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of a simple majority of the Members.

5. UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or other convenient basis.

6. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION

If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest and penalty thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

7. CERTIFICATE OF PAYMENT

The Association shall, upon demand, furnish to any owner liable for an assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

XIV. NON-PAYMENT OF ASSESSMENTS:

1. DELINQUENCY

Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen days after its due date, the Association, at its election, may require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed the greater of \$10.- or 10% of per each delinquent assessment. If any such assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in the next succeeding Section 2 hereof, to foreclose the lien (provided for in Section 7 of Article XIII hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee to be fixed by the Court together with costs of the action. The Association, and its successors and assigns, shall have the right and power to bring all actions at law or lien

foreclosure against such owner or other owners for the collection of such delinquent assessment.

2. NOTICE OF LIEN

No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, addressed to the owner of sand lot, at his mailing address shown upon the books and records of the Association, and a copy thereof is recorded by the Association in the office of the Clerk of Glynn Superior Court; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which at the Association's option may include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and the last known address of the claimant.

3. CURING OF DEFAULT

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice.

4. CUMULATIVE REMEDIES

The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

XV. DUTIES AND POWERS OF THE ASSOCIATION:

1. DUTIES AND POWERS

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Properties and the improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Properties.

(c) Have the authority to obtain, for the benefit of all of the Common Properties, all water, gas and electric services and refuse collection.

d) Grant easements where necessary for utilities and sewer facilities over the Common Properties to serve such Common Areas and the lots in said Subdivision.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

XVI. UTILITIES:

1. The rights and duties of the owners of lots within said Subdivision, or any addition to or extension or enlargement thereof, with respect to sanitary sewer and water, electricity, gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within said Subdivision, or any addition to or extension or enlargement thereof, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by others than the owner of the lot served by said connections, the owner of any lot served by said connections, lines or facilities shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within said Subdivision, or any addition to or extension or enlargement thereof, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

2. Easements for the installation and maintenance of electric, telephone or cable television, water, gas and sanitary sewer lines and drainage facilities as shown on Said Plat are hereby reserved by the Association, its successors and assigns, together with the right to grant and transfer the same.

3. Any road cuts for installation of water and sewer connections or other utilities must be repaired to industry standard and approved by the Association.

XVII. GENERAL PROVISIONS

1. ENFORCEMENT

The Association, or any owner or the successor in interest of any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

2. SEVERABILITY

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. CONSTRUCTION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and

facilities (the Common Properties). The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

4. AMENDMENTS

(a) This Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges may be amended only by the affirmative assent or vote of not less than seventy-five percent of the owners of lots in said Subdivision, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent of the owners.

(b) No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage, deed to secure debt or other encumbrance made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or public sale, or otherwise.

5. SINGULAR INCLUDES PLURAL

Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

IN WITNESS THEREOF, the Members of the St. Simons Island Club Property Owners' Association, Inc. and the Directors of the Association have caused this instrument to be executed by its duly authorized officers, and its corporate seal to be affixed as authorized by the Board of Directors, on this 23rd day of December, 2003.

SAINT SIMONS ISLAND CLUB PROPERTY
OWNERS' ASSOCIATION, INC.

By: Ulrich H. Keller
President

Attest: Lynell Stapleton
Secretary

Signed, sealed and delivered in the presence of:

Ellen H. Baker

Witness

Nancy K. Gross

Notary Public, Glynn County, Ga.

My commission expires May 8, 2007

GENERAL NOTICE

(Shown on and made a part of the plats of St. Simons Island Club Subdivision, Phases I through IX, as recorded in the Office of the Clerk Of Superior Court of Glynn County, Georgia, said plats being further described in the Declaration to Which this Notice is attached.

Sea Island Properties, Inc., the owner and developer of (all phases of) St. Simons Island Club Subdivision, reserves unto itself, its Successors and assigns, a 15' easement along the banks of all lakes or lagoons for the maintenance of said lakes and lagoons.

Any purchaser of a lot or lots in said Subdivision shall purchase said lot or lots with knowledge that membership in St. Simons Island Club Property Owners' Association, Inc., is a condition of the sale of any lot or lots herein.

Any residence constructed on any lot in said subdivision shall be set back at least 20' from the lot line of any lake or lagoon.

Said lots shown hereon are further subject to the restrictions, conditions, and limitations now or hereinafter imposed upon the use of said lots.

The Association reserves the right and privilege to modify, amend, change or add to (all phases of) said subdivision any additional lands about St. Simons Golf Club which shall be subject to the same restrictions, conditions and limitations as (all phases of) said Subdivision.

NOTES

(Shown on and made a part of the plats of St. Simons Island Club Subdivision, Phases I through IX, as recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia, said plats being further described in the Declaration.)

1. Building setbacks to be 20' from the edge of all road rights of ways, road easements, and the edge of all lagoons.
2. Building setbacks to be 10' from all side property lines.
3. All corners within the Subdivision are monumented with concrete monuments.
4. All easements are typical unless otherwise noted.
5. Phase III, IV, V, VI, VII, VIII, and IX plat notes adds to Number 1 above, "building setback to be 30' from all property lines adjoining Golf Course Fairways".

6. Phase V, VI, VII, VIII, and IX notes adds to Number 2, "and 20' from all rear property lines".

7. Phases VIII and IX plat notes add as a new paragraph the following: "A 10, utility easement is reserved along and parallel to and on both sides of the street right-of-ways within this phase of this subdivision."

A M E N D M E N T S

<u>Amendment Additions</u>	<u>Dated</u>	<u>Other Changes</u>
One Phase II, 64 lots	January 22, 1981	None
Two Phase III, 19 lots	April 20, 1981	None
Three Phase IV, 44 lots	November 12, 1981	None
Four Phase V, 33 lots	April 30, 1982	None
Five Phase VI, 36 lots	June 3, 1985	None
Six Phase VII, 32 lots	September 19, 1986	As Noted
Seven Phase VIII, 31 lots	December, 1987	None
Eight Phase IX, 49 lots	October 12, 1988	As Noted
Ninth General Amendment	July 28, 1997	As Noted
Tenth General Amendment	June 13, 2000	As Noted
Eleventh General Amendment	December 23, 2003	As Noted

AMENDMENT SIX

2 (a) Paragraph 12. (f) of Article IV, USE OF LAND, was amended to delete the word "five" in said paragraph, and in lieu, the word "six" was added. Paragraph 12 (f) now reads as follows:

"(f) No fence or wall, may be constructed without prior approval of Properties, its Successors or assigns. No boundary line fence, wall, hedge or shrubbery shall be permitted with a height of more than six feet without prior approval of Properties."

Article V, NUISANCES, was enlarged to add two new paragraphs, 8 and 9, Paragraph 8 and Paragraph 9 now read as follows:

2 (b) "8. The door to door solicitation by any person, either individually or as an agent, employee, officer or representative of any commercial enterprise, selling or seeking the sale of any items, articles or products, whether natural or manufactured, including the

sale of items, articles or products, whether to be delivered at the time of the sale or by postal or commercial delivery thereafter, shall be treated as a nuisance and shall be prohibited. The door to door solicitation for financial or other enterprises and the effort to enroll persons residing in said Subdivision in any type or kind of a scheme or device the end result of which contemplates the payment of money or the giving or awarding of a prize also shall be treated as a nuisance and shall be prohibited."

2 (d) "g. No fishing shall be permitted in the lagoons fronting on or bounded by or adjacent to said Golf Course while the Course is open for players. Fishing privileges in any lagoon in said Subdivision shall be restricted to and enjoyed only by (1) the owners of lots in said Subdivision and the members of their family, including children and grandchildren, and (2) the guests of the owner of a lot in said subdivision when accompanied by him or her."

2 (c) A new paragraph, inadvertently numbered paragraph 9 and which should have been numbered paragraph 14, Article IV, USE OF LAND, was added which reads as follows:

"9. Properties and the owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot, prior to the commencement of construction and at the time construction plans are submitted to Properties for approval, shall agree upon a construction time table covering the time within which said construction is to take place and be completed. Should there be a material or a significant deviation from the time table so established, that construction is prolonged unduly resulting in material located upon the property being stored or scattered in an unsightly manner or the construction work is halted for a period of in excess of sixty (60) days, so as to prevent an unsightly and an unattractive appearance, Properties shall have the right to enter upon said lot for the purpose of assembling the construction material in such a manner as to provide an orderly and well maintained appearance that will not be offensive to other lot owners in said Subdivision and Properties shall have a lien upon the lot so entered upon covering its costs and charges for performing such work."

Article IV - USE OF LAND amended to delete paragraph I (b)

2 (e) The provisions of Article IV - USE OF LAND, shall be amended by deleting paragraph 1I (b) in its entirety as presently written. Paragraph 1 (c), from and after this date, shall become paragraph 1 (b).

AMENDMENT EIGHT

2 (a) Paragraph 6 , Article IV, USE OF LAND, was amended to add a new sentence, and further amended to add the words, ", Properties, or the owner of any lot". The last unnumbered paragraph of said Paragraph 6 reads as follows:

"A preliminary landscape development plan shall be submitted and approved by Properties concurrently with the building plans. A final landscape plan shall be submitted and approved before planting. The final landscape plan shall be fully implemented and all landscaping in said plan shall be in place prior to occupancy of the dwelling house located on the lot. Landscape screening shall be provided for any detached structures such as pump houses. Purchasers of lots in said Subdivision agree that the St. Simons Island Club Property Owners' Association, Inc., hereinafter mentioned, and hereinafter referred to as the "Association", Properties, or the owner of any lot, shall be vested with the right to enforce compliance with the requirement to complete landscape planting, all as is set out in the Bylaws of the Association."

2 (b) Article IV, USE OF LAND, was amended to correct the inadvertent numbering of Paragraph 9, when in fact, said paragraph should have been Paragraph 14. Paragraph 14 was deleted in its entirety as written and a new Paragraph 14 was inserted in lieu thereof to read as follows:

2 (b) "14. LENGTH OF CONSTRUCTION:"

The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot shall do so within a period of twelve months from the date the foundation is begun to the date of final completion of said improvement. Should construction be prolonged unduly resulting in material located on the property being stored or scattered in an unsightly manner or the construction work is halted for a period of in excess of sixty (60) days, so as to present an unsightly and an unattractive appearance, Properties or the Association shall have the right to enter upon said lot for the purpose of assembling the construction material in such a manner as to provide an orderly and well-maintained appearance that will not be offensive to other lot owners in said subdivision and Properties or the Association shall have a lien upon the lot so entered upon covering its costs and charges for performing such work."

AMENDMENT NINE

1. Article IV (12) (d) is deleted in its entirety.
2. The following is hereby added in place thereof: “No metal roof and no unusually steep roof or other unusual roof lines will be permitted, without approval of the Architectural Control Committee.”

AMENDMENT TEN

“The Association is a Georgia corporation which was incorporated on July 9, 1980. Membership in the Association is mandatory for all property owners in the St. Simons Island Club Subdivision. The Georgia Property Owners’ Association Act confers upon the Association the right to elect to be governed by said Act by recording an amendment to its recorded declaration stating an affirmative election to be so governed.”

“Wherefore, the Association, pursuant to the vote according to the By-Laws of more than 75 percent (75%) of the membership, through its duly elected Board of Directors, hereby affirmatively elects to be governed by the Georgia Property Owners’ Association Act and amends the Declaration, including its amendments, to avail itself of the provisions of said Act and be so governed.”

AMENDMENT ELEVEN

Amendment Eleven is the general amendment and restatement adopted by the Association on December 22, 2003.

a. II RESERVATIONS:

Para 1 - delete

Para 2 - change to 1
Change “Properties” to read “Association”

Para 3 - change to 2
Change “Properties” to read “Association”

Para 4 - change to 3
Delete “herein referred to as “Properties””

Change "Properties" to read "Sea Island Company, a Georgia Corporation, herein referred to as Properties, for itself....."

Para 5 - change to 4

Change "Properties" to read "Association"

b. III. EASEMENTS:

UTILITY EASEMENTS

Delete - "but Properties shall be under no obligation to maintain any lake or lagoon."

c. IV USE OF LAND:

Para 1 (a) - delete (should garage be constructed)

Para 1 (a) - change "three" to read "four"

Para 1 (b) - delete (refer - Amendment Six)

Para 6 (a) - change "Properties" to read "Association"

Delete "permanently" and replace to read "for one year after issuance of certificate of occupancy"

Para 6 (b) - change "breast high" to read "measured at four and a half (4 ½) feet from the base"

Para 6 (c) - change "Properties" to read "Association"

Para 6 (d) - change "Properties" to read "Association"

Add - No lot may be cleared until architectural plans have been approved by the Association.

Para 6 - add "(e) Owner and his or her General Contractor shall agree in writing to the provisions of paragraph 13 of this Article as a condition of approval."

Para 7- change "breast high" to read "measured four and one half (4 ½) feet from the base"

Change "Properties" to read "Association"

Para 8 – delete

Para 9 - change to "8"

Para 10 - change to "9"

Para 11- change to "10"

Para 12 - change to "11"

Para 11 (e) - change "Properties" to read "Association"
Change "five" to "six"

Para 11 - add: (f) No doorless garages or carports are permitted.

Add - Para 14. LENGTH OF CONSTRUCTION:

(a) The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot, prior to the commencement of construction and at the time construction plans are submitted to the Association for approval, shall agree upon a construction timetable covering the time within which said construction is to take place and be completed. Should there be a material or a significant deviation from the timetable so established, so that construction is prolonged unduly resulting in material located upon the property being stored or scattered in an unsightly manner or the construction work is halted for a period of in excess of sixty (60) days, so as to prevent an unsightly and an unattractive appearance, the Association shall have the right to enter upon said lot for the purpose of assembling the construction material in such a manner as to provide an orderly and well maintained appearance that will not be offensive to other lot owners in said Subdivision and the Association shall have a lien upon the lot so entered upon covering its costs and charges for performing such work.

(b) The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot shall do so within a period of sixteen months from the date the foundation is begun to the date of final completion of said improvements. A fine or lien nor more than \$100 shall be assessed for any additional construction day at the end of the 16 months period.

d. V. NUISANCES:

Para 4 - change "passenger" to read "personal"

Para 5 - delete "No dogs or cats will be permitted upon said Golf Course unless on a leash, accompanied by the owner.....or maintained for any commercial purpose."

Change "Properties" to read "Association"

Add "No dogs or cats will be permitted off the owners' property unless on a leash."

Para 6 - change "Properties" to read "Association"

Delete "and Properties, it's successors or assigns, and its or their servants, agents or employees,"

Para 7 - change "Properties" to read "Association"

Add - 10. Private wells and pool filtration systems must be screened as not to be seen from the road, adjacent properties and the golf course.

e. VII COVENANTS RUNNING WITH THE LAND:

Change "Properties" to read "Association"

f. VIII TERM:

Change "Properties" to read "Association"

Delete - "and the then owners of a majority of the lots in said Subdivision and"

g. XI VOTING RIGHTS:

Change paragraph to read: "The Association shall have one class of voting membership, hereinafter referred to as Member. Members shall be all those owners as defined in Article III of the By-Laws of St. Simons Island Club Property Owners' Association, Inc.. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be Members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot."

h. XII PROPERTY RIGHTS IN THE COMMON AREAS:

1. MEMBERS' EASEMENT OF ENJOYMENT

Para 1 (c) - delete "and the right to use recreational facilities of the Common Properties by a Member"

Para 1 (c) - delete "or right to use recreational facilities"

Para 1 (d) - add after 'effective unless' "(a)" and add at end of paragraph ", and (b) such public agency, authority or utility shall expressly accept said dedication or transfer."

2. TITLE TO THE COMMON AREAS

Delete "Properties hereby.....for residential purposes."

Change "Properties" to read "Sea Island Company"

i. XIII COVENANTS FOR MAINTENANCE ASSESSMENTS:

Para 1 - delete "Properties, for each lot owned by it within 30 days from notice thereof, hereby covenants and agrees to pay, and"

Para 4 - delete at end of paragraph "Class A Member and one hundred percent of the Class B Members, if any "
Add - "Members."

Para 6 - delete

Para 7 - change to "6"

Para 8 - change to "7"

j. XIV NON-PAYMENT OF ASSESSMENT:

Para 1 - delete "\$1" and change to read "the greater of \$10.- or 10% of"

k. XVI. UTILITIES

Add - 3. Any road cuts for installation of water and sewer connections or other utilities must be repaired to industry standard and approved by the Association.

l. XVII GENERAL PROVISIONS:

Para 4 - delete "Section 6 of Article VI and Section 6 of Article XI shall not be amended" and replace with "no amendment made"

Para 4 - add after 'a first lien on a lot' "shall affect the security of said lien holder."

m. GENERAL NOTICE:

Change "Owner and Developer" to read "the Association"

All other terms and provisions of the Declaration, except as amended hereby, shall remain in full force and effect.

BY-LAWS
of
ST. SIMONS ISLAND CLUB
PROPERTY OWNERS
ASSOCIATION, INC.

Article I
DEFINITIONS

SECTION 1. "Association" shall mean and refer to St. Simons Island Club Property Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia.

SECTION 2. "The Properties" shall mean and refer to St. Simons Island Club Subdivision, Phase 1, and such additions thereto as hereafter may be brought within the jurisdiction of the Association by annexation as provided herein.

SECTION 3. "Common Properties" shall mean and refer to parks, playgrounds, commons, streets, footways, and any other properties or facilities owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

Article II
LOCATION

SECTION 1. The principal office of the Association shall be located at such place as may be selected by its directors.

Article III
MEMBERSHIP

SECTION 1. Every person who and every entity which is a record owner of a fee or an undivided fee-simple interest in any lot in The Properties which is subject to the Covenants hereinafter mentioned shall be a member of the Association. Those whose sole interest is that of a Deed to Secures Debt or Mortgage holder or the holder of an interest that not yet become fee simple ownership shall not be a member.

SECTION 2. The membership rights of and each person or entity referred to in the preceding Section I of this Article III are subject to the payment of annual and special assessments levied by the Association. The obligation of such assessments is imposed against each owner and becomes a lien upon the lot against which such assessments are made as provided by Article XIII of the Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges to which The Properties are subject and which Declaration has been recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia. Said Declaration hereinafter will be referred to as the "Declaration."

SECTION 3. The membership rights of any person whose interest in The Properties is subject to assessments under such Declaration, whether or not he be personally obligated to pay such

assessments, may be suspended by the action of the Directors of the Association during the period when the assessments remain unpaid; but, upon payment of such assessments, such rights and privileges shall be automatically restored. If the Directors of the Association have adopted and published rules and regulations governing the use of the Common Properties, and the personal conduct of any person thereon violates such rules and regulations, as set out in the Declaration, they, in their discretion, may suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Article IV VOTING RIGHTS

SECTION 1. The Association shall have one class of voting membership: Members shall be all those owners as defined in Article III of the By-Laws of the St. Simons Island Club Property Owners' Association, Inc.. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Article V PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

SECTION 1. Each member shall be entitled to the use and enjoyment of the Common Properties as provided by the Declaration.

SECTION 2. Any member may delegate his rights of enjoyment in the Common Properties to the members of his family, who reside upon The Properties, or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary of the Association in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension' under the terms hereof to the same extent as those of the member.

Article VI ASSOCIATION PURPOSES AND POWERS

SECTION 1. To preserve the values of the properties of the residents of the St. Simons Island Club by improving and maintaining common areas, assuring proper stewardship of financial resources, enforcing the agreed covenants and responding to the concerns of the residents to ensure the development is the premiere place to live and enjoy.

Article VII
BOARD OF DIRECTORS

SECTION 1. The affairs of the Association shall be managed by a Board of seven (7) Directors, each of whom shall be a member or an officer of a member of the Association and serve for a period of three years.

SECTION 2. Vacancies in the Board of Directors shall be filled by the remaining directors. Any such appointed director shall hold office until his successor shall be elected by the members, who may make such election at the next annual meeting of the members or at any special meeting of the members duly called for that purpose.

Article VIII
**ELECTION OF DIRECTORS: NOMINATING COMMITTEE:
ELECTION COMMITTEE**

SECTION 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. Such election shall take place in the office of the Association and at such time and on such date as may be fixed by the Nominating Committee. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of Article III. The names receiving the largest number of votes shall be elected.

SECTION 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one for the Standing Committees of the Association.

SECTION 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

SECTION 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or officers of members, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

SECTION 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary of the Association to the members at least fourteen days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

SECTION 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot

shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the corporation.

SECTION 7. Upon receipt of each return, the Secretary of the Association shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall establish:

- (a) that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them;
- (b) that the signature of the member or his proxy on the outside envelope is genuine; and
- (c) if the vote is by proxy, that a proxy has been filed with the Secretary as provided in Section 2 of Article XIV, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even to the Election Committee. Thereafter, the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

Article IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth of the voting membership, as provided in Section 2 of Article XIII.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Section 2 of Article III.
- (d) To adopt and publish rules and regulations governing the use of the Common Properties and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the meeting or to members in the covenants.
- (f) In the event that any member of the Board of Directors of the Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may by action taken at

the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

SECTION 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth of the voting membership, as provided in Section 2 of Article XIII.

(b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) To adopt a fiscal year for the Association's operation.

(d) To fix the amount of the assessment against each lot in The Properties for each assessment period at least thirty days in advance of such date or period and, at the same time;

(e) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time:

(f) To send written notice of each assessment to every owner subject thereto.

(g) Should any owner of a lot in The Properties fail or refuse affirmatively to maintain his lot or to provide for the landscaping called for in Section 6 of Article IV of the Declaration to which The Properties are subject, the Directors are empowered, authorized and directed to (1) secure at least two bids for such maintenance or execution of the landscape plan; (2) accept the best bid for such service; and (3) upon the completion thereof to levy an assessment as provided for in Article XIII of the Declaration.

(h) To issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Article X DIRECTORS' MEETINGS

SECTION 1. A regular meeting of the Board of Directors shall be held on the second Tuesday of each month at 5:30 o'clock, P.M., provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

SECTION 2. Notice of such regular meeting need not be given. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

SECTION 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three days' notice to each director.

SECTION 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or where ever held shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

SECTION 5. The majority of the Board of Directors shall constitute a quorum thereof.

Article XI OFFICERS

SECTION 1. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The President and the Vice-President shall be members of the Board of Directors and serve for a three (3) year term.

SECTION 2. The officers shall be chosen by majority vote of the Directors.

SECTION 3. All officers shall hold office during the pleasure of the Board of Directors.

SECTION 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds, deeds to secure debt and all other written instruments.

SECTION 5. The Vice-President shall perform all the duties of the President in his absence or incapacity to act.

SECTION 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership and shall attest to the signature of the President or Vice-President upon all leases, mortgages, deeds, deeds to secure debt and other written instruments conveying or affecting the Common Properties or any other real property owned by the Association. He shall keep the records of the Association, and he shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members and such addresses shall be the addresses to which the Secretary is required to mail notices of liens and assessments as required by the Declaration, unless a member shall notify the Secretary of a change in address, in which event the new address shall be the official address of such member for the purposes of the Declaration and these By-Laws.

SECTION 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice-President.

SECTION 8. The Treasurer also shall keep proper books of account and cause an annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

Article XII COMMITTEES

SECTION 1. The Standing Committees of the Association shall be appointed from time to time by the President if requested by a majority of the directors. Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

SECTION 2. The Nominations Committee shall have the duties and functions described in Article VIII.

SECTION 3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties of the Association, and shall perform such other functions as the Board, in its discretion, determines.

SECTION 4. The Architectural Review Committee shall have the duties and functions described in Article IV of the Declaration; provided such duties and functions hereinafter are conferred by the Association. It also shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding the Association's action on such matters.

SECTION 5. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and the balance sheet statement to be presented to the membership at its regular annual meeting as provided in Section 8 of Article XI. The Treasurer shall be an ex officio member of the Committee.

SECTION 6. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as to those functions that are governed by Article IV of the Declaration), each committee shall have power to appoint a Subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

SECTION 7. It shall be the duty of each committee to receive complaints from members on any matter involving the Association's functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

Article XIII MEETINGS OF MEMBERS

SECTION 1. The regular annual meeting of the members shall be held at the Association's principal office on the second Monday of the month of February of each year, at the hour of 9 o'clock, A.M. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

SECTION 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership.

SECTION 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail postage thereon fully prepaid to his address appearing on the books of the Association or posting it on the Association's web site. Each member shall register his address or change of address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least fourteen days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation of the Association or by the Declaration, notice of such meeting shall be given or sent as therein provided, if a different method of notification is therein provided.

SECTION 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of members shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Declaration shall require a quorum as therein provided.

Article XIV PROXIES

SECTION 1. At all corporate meetings of members, each member may vote in person or by proxy.

SECTION 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

Article XV BOOKS AND PAPERS

SECTION 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

Article XVI CORPORATE SEAL

SECTION 1. The Association shall have a seal in circular form having within its circumference the words: ST. SIMONS ISLAND CLUB PROPERTY OWNERS' ASSOCIATION, INC.

Article XVII AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration.

SECTION 2. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

BY-LAWS AMMENDMENTS

In accordance with Article XVII of the By-Laws of St. Simons Island Club Property Owners Association, Inc. the following amendments were made to the By-Laws by a vote of a majority of a quorum of members present in person or by proxy at the Annual Meeting of the Association on the following dates:

The following amendments were made to the By-Laws on February 14, 2011:

Article IX, Section 2 – Powers and Duties of the Board of Directors

Letters (g) & (h) will be re-lettered (h) & (i) respectively. The following will be added as letter (g): The Board of Directors shall cause an annual appraisal of the Association's books to be performed by a certified public accountant at the completion of each fiscal year. Such appraisal may include but is not limited to an audit, review, compilation, or other agreed upon procedures to be performed on the Association's books by agreement of the Board.

Article XI – Officers

Section 8 – Shall be deleted and replaced with the following: The Treasurer also shall keep proper books of account and shall prepare an annual budget and an annual balance sheet statement for approval by the Audit Committee. The budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

Section 9 – will be added with the following: The Treasurer shall be an ex-officio member of the Audit Committee.

Article XII – Committees

Section 5 shall be deleted and replaced with the following: The Audit Committee shall supervise the annual appraisal of the Association's books required under Article IX, Section 2(g) and shall approve the annual budget and the balance sheet statement to be presented to the membership at its regular annual meeting as provided in Section 8 of Article XI. If no Audit Committee is appointed, it shall be the responsibility of the Treasurer and three (3) other members of the

Board, appointed by the Board of Directors, to approve the annual budget and balance sheet statement for presentation to the membership and to supervise the annual appraisal of the Association's books required under Article IX, Section 2(g).

The following amendments were made to the By-Laws on February 13, 2012:

Article XIII – Meetings of Members

Change “at the hour of 9 o'clock, A.M.” to “at a time to be set by the Board of Directors.”

The following amendments were made to the By-Laws on February 11, 2013:

Article VIII – Election of Directors

Section 1. “or electronic voting” will be added after the word ballot and before the word as.

Section 5. “or electronic” will be added after the word written and before the word ballot.

Section 6 will be changed to read as follows:

Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. If the election is done by written ballot, the completed ballots shall be returned to the Secretary at the address of the corporation where they will be kept until the day set for the annual or other special meeting at which the elections are to be held. Immediately after the results are finalized the ballots shall be destroyed.

Section 7 is eliminated in its entirety.