

DECLARATION OF CONDOMINIUM

OCEANWOOD CONDOMINIUM ASSOCIATION, INC.

WHEREAS, NORMAN E. REU, of Glynn County, Georgia, hereinafter referred to as "Owner", owns certain property on the Island of St. Simons, Glynn County, Georgia, being more particularly described on Exhibit "A" attached hereto, incorporated herein and made a part hereof by reference thereto, and

WHEREAS, Owner desires to submit said property to the provisions of the "Georgia Condominium Act", Georgia Laws, 1975, House Bill Number 619, Act Number 463, as amended from time to time (hereinafter referred to as "Act"), and

WHEREAS, there are on said premises six (6) buildings containing twelve (12) units in accordance with the plans attached hereto; and

WHEREAS, this Declaration is prepared by Robert D. Miles, Suite 301, First Federal Plaza, Brunswick, Georgia.

DECLARATION:

Owner hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the submitted property and improvements now situated thereon and hereafter constructed specifying that this declaration shall constitute covenants to run with the land, binding upon Owner, his successors, representatives and assigns, and all subsequent owners of any part of the property or improvements, their lessees, grantees, heirs, executors, administrators, representatives, devisees, successors or assigns, and does hereby establish and submit the property described on Exhibit "A" attached hereto, incorporated herein and made a part hereof to the condominium regime (hereinafter sometimes referred to as "Submitted Property").

The name of the condominium shall be known as "OCEANWOOD CONDOMINIUM ASSOCIATION, INC."

1. Definitions: Except as provided herein, the definitions set forth in the Act shall apply to this declaration and all other condominium documents. In addition to the definitions contained in the Act, the following definitions shall apply to this declaration and all other condominium documents covering the property described on Exhibit "A" attached hereto:

(a) "Board" shall mean the Board of Directors of the Oceanwood Condominium Association, Inc., which is a non-profit corporation of the unit owners established pursuant to the Act, to this declaration and to the by-laws of the Association.

(b) "Building" shall mean the composite of all units comprising a single structure. The units and buildings are identified and located on plats and plans attached hereto and as hereafter provided by amendment to this declaration.

(c) "Common Elements" shall mean the common areas and facilities as defined in the Act and in this declaration, Association, and by-laws and amendments to same.

(d) "Common Expenses" shall mean the common expenses as defined in the Act, in this declaration, Association, and by-laws and amendments to same.

(e) "Condominium" is that form of ownership established by the provisions of the Act.

(f) "Condominium Documents" shall include the declaration, the Articles of Incorporation of the Association and the by-laws of Oceanwood Condominium Association, Inc., all other exhibits attached hereto and all other documents, rules and regulations promulgated pursuant to the authority created herein and by the Act, as said documents shall be amended from time to time.

(g) "Condominium Property" and "Submitted Property" shall include the lands described on Exhibit "A" attached hereto

and the buildings and all other improvements thereon which are or may hereafter be used in connection with the ownership and use of said land improvements as condominium property.

(h) "Oceanwood Condominium Association, Inc." shall mean a non-profit corporation organized under the laws of the State of Georgia, whose members shall be unit owners, and which unit owners will automatically become members of the Association upon becoming a unit owner. The Oceanwood Condominium Association, Inc. is hereinafter sometimes referred to as "Association".

(i) "Foreclosure" shall include the exercise of a power of sale contained in any deed to secure debt or other instrument conveying security title to the unit.

(j) "Lease" shall include all leases, sub-leases and rental contracts, whether oral or written.

(k) "Majority", except where otherwise provided by the Act, the Articles of Incorporation of the Association, or the by-laws, shall mean the number of unit owners or their proxies, entitled to cast fifty one percent (51%) or more of the total votes of the Association in accordance with the voting rights as determined by the Act, this declaration, Association and by-laws and amendments thereto.

(l) "Mortgage" shall include a deed to secure debt or other instrument conveying security title to a unit.

(m) "Mortgagee" shall include any grantee or holder of a deed to secure debt or other instrument conveying security title to a unit.

(n) "Plans" and "Plat" shall mean the plans and plats of the buildings and Submitted Property referred to in the Act, which plans and plats are described on attached Exhibit "B" incorporated herein, and which bear the statements of the registered

surveyor and registered engineer.

(o) "Apartment Unit" and "Apartment shall be synonymous with the term "Unit" as used in the Act and in the boundary described in this declaration and exhibits attached hereto as may hereafter be amended. Apartment Unit may hereafter sometimes be referred to as "Unit".

2. The Buildings: The exterior walls of the buildings are load bearing wood frame with stucco exterior. The interiors are gypsum board on wood studs. The roofs are on wooden framing with wooden decking and 15# asphalt felt under asphalt shingles. The buildings are constructed on reinforced concrete footings with masonry foundation walls and reinforced concrete floor slab. Each unit has separate heating, air conditioning, and lighting. There are items of plumbing which are common to all units.

3. Apartment Units:

A. Unit Information: Attached hereto, incorporated herein and made a part hereof by reference thereto is Exhibit "C", being a list of all apartment units in the buildings, their unit designations, approximate area, number of rooms, parking spaces, if any, assigned to each, the areas, if any, which comprise limited common elements reserved to the exclusive use of the designated units, the assigned value of each unit and the percentage of interest in the common elements appertaining to each unit and its owner.

B. Unit Boundaries: The boundaries of each unit are described in Exhibit "C" attached hereto and shown on the plans.

4. Common Elements: The common elements consist of the entire condominium property, including all parts of the buildings not included in the units and not separate facilities as shown on the plans and as described herein, and includes without limitation, the following:

(a) The remainder of the land described in Exhibit "A" which is not included in the unit and not designated as a limited common element;

(b) All driveway areas and all parking areas not designated for the exclusive use of a unit owner;

(c) All central and appurtenant equipment for services such as power, lights, telephone, gas and water which are not separate facilities.

(d) All sewer pipes serving more than one unit;

(e) All service and maintenance facilities and spaces;

(f) All walks, curbing and access paving, shrubbery, trees, and other landscaping; and

(g) All other parts of the condominium property and all appurtenances and installations in the buildings or on the condominium property intended for common use or necessary or convenient to the existence, operation, maintenance and safety of the condominium property.

5. Limited Common Elements: All common elements identified in Exhibit "C" as being reserved for the exclusive use of a particular unit are permanently reserved for such exclusive use. Each unit owner shall have an exclusive easement for the use of the parking spaces, if any, designated for such unit. The reservations herein set forth and the easements created shall not be enlarged, diminished, or varied by any custom, practice, or usage and shall be deemed to be conveyed and transferred with the unit to which it is assigned, even though not specifically referred to in the deed or other instrument conveying or transferring titles of such unit or creating security interest in such unit.

6. Ownership of Common Elements: The common elements shall be for the common use of all unit owners. The ownership of

each unit shall include ownership of the percentage of undivided interest in the common elements as assigned to each unit in Exhibit "C". The percentage of interest assigned to the respective units can be changed only by the consent of all unit owners expressed in an amendment to this declaration as hereinafter provided. Each undivided interest is to be conveyed with the unit to which it is assigned, and is included as a part of the title to such unit. It cannot be separated from the unit to which it is assigned and cannot be separately conveyed or transferred nor used as security in any manner; it shall be deemed to be conveyed or transferred with the unit to which it is assigned even though not specifically referred to in the deed of conveyance or other instrument conveying or transferring title to such unit or creating a security interest therein. The common elements shall remain undivided and no right shall exist to partition except as provided in the Act, this declaration, Association and by-laws as they now exist or as they may hereafter be amended.

7. Easements and Rights of Access:

A. Encroachments: If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the buildings shall stand. In the event a building or any portion thereof shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit, or of any unit upon any other unit or upon any portion of the common elements or limited common elements due

to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

B. General Easements: Each unit owner shall have an easement in common with the other owner or owners of the other unit or units to use all pipes, ducts, wires, cables, conduits, chutes, utility lines and other physical facilities which are common elements serving the owner's unit. Each unit shall be subject to an easement in favor of the other owner or owners to the use of such pipes, ducts, wires, cable, conduits, chutes, utility lines or other physical facilities which are common elements serving the condominium property. A general easement for the benefit of all unit owners is reserved through the condominium property including units, as may be required for installation, maintenance, repair or replacement of pipes, ducts, wires, cables, conduits, chutes, utility lines or other physical facilities which may now or hereafter become common elements necessary to adequately serve the condominium property.

C. Inspection and Maintenance: Any member of the Board, or any other person authorized by the Board, shall have the right of access to all common elements and to each unit for the purposes of inspection, maintenance, repair or replacement of any part of the condominium property. Provided, however, that except in the case of emergency such right of access to a unit shall not be exercised without reasonable notice to the unit owner and all attempts will be made to make such entry and repairs, et cetera, at a reasonable and convenient time to the owner.

8. Use and Restrictions: The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

A. Apartment Units: Each of the apartment units shall be occupied as a residence for single-family residential purposes, and are restricted to such use. Each unit may be leased or rented by the unit owner.

B. Common Elements: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

C. Nuisances: No nuisance shall be allowed upon the condominium property, nor any use or practice not ordinarily contemplated in the uses and purposes hereinabove set forth which would be the source of an annoyance to unit owners or an interference with the peaceful possession and proper use of the condominium property by unit owners. All parts of the condominium property, including units, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall make or permit any use of his or its unit or make any use of the common elements or limited common elements which will violate the provisions of the condominium documents or any insurance policy covering the condominium property.

D. No Unlawful Use: No immoral, improper, offensive, or unlawful use shall be made of any part of the condominium property, and all applicable laws, zoning ordinances, and regulations of all governmental bodies shall be observed. The responsibility and expense of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property unless necessitated by the misuse, misconduct, neglect or specific use

of the unit owner, in which case such expenses shall be assessed against such owner.

E. Regulations and Rules: Regulations and rules concerning the use of the condominium property may be made and amended from time to time by the Board. Copies of such regulations and rules shall be maintained by the secretary of the Association and furnished to all unit owners and mortgagees upon request. Such regulations and rules shall be binding upon the owners, their families, visitors, guests, servants, employees, lessees, licensees, invitees, successors and assigns until and unless they are overruled and cancelled in a regular or special meeting of the Association by the affirmative vote of two-thirds (2/3) majority of the unit owners.

9. Insurance and Casualty Losses:

A. Insurance: The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective unit owners at his expense and further excluding title insurance, which shall be expense of the owner) against any loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction for any such hazard. The Board may also obtain public liability insurance covering all common areas and all damage or injury caused by the negligence of the Association or any of its members or agents. Premiums for all such insurance shall be common expense. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustees for each of the unit owners in such

proportions as the Board of Directors shall determine, which determination shall be based on the annual insurance review provided for in this section. Such insurance shall be governed by the following provisions:

(1) Companies: All policies shall be written with a company licensed to do business in the State of Georgia, and holding a rating of "AAA" or better by Best's Insurance Reports.

(2) Beneficiaries: All policies shall be for the benefit of unit owners and their mortgagees as their interests may appear.

(3) Certificates: Provision shall be made for the issuance of a certificate of insurance to each owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the participant's own unit.

(4) Policies: The original of all policies and endorsements thereto shall be deposited with the Board of Directors or with the Insurance Trustee appointed by the Board.

(5) Adjustments: Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(6) Contribution: In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

(7) Additional Insurance: It shall be the individual responsibility of each owner at his own expense to

provide, as he sees fit, title insurance on his individual unit, premises liability insurance, comprehensive public and private liability insurance, theft or other insurance coverage covering improvements, betterments, and personal property damage and loss. Each unit owner may obtain additional insurance at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the condominium property at any particular time. Any owner who obtains an individual insurance policy covering any portion of the condominium property, other than improvements and betterments made by such owner at his own expense and other than personal property belonging to such owner, shall file a copy of each such individual policy with the Board of Directors within thirty (30) days after obtaining such insurance.

(8) Insurance Review: The Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) by one or more qualified building cost estimators.

(9) Policy Provisions: The Board of Directors or its duly authorized agent shall be required to make every effort to secure insurance policies that will provide for the following: (i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its duly authorized agent, the owners and their respective servants, agents and employees; (ii) a waiver of its right to repair or reconstruct instead of paying cash by the insurer; (iii) that the policies

on the property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized agent without the prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, or any owner or mortgagee; and (iv) that any "other insurance" clause in the master policy excludes individual owner's policies from consideration.

B. No Partition: There shall be no judicial partition of the property or any part thereof, nor shall the Owners or any person acquiring any interest in the property or any part thereof seek any such judicial partition until the happening of the conditions set forth in this declaration in the case of damage or destruction or unless the property has been removed from the provisions of the Act.

C. Insurance Trustee:

(1) Trustee: When Trustee is referred to herein, the same shall mean the Board of Directors, unless the Board of Directors has named a Trustee. All insurance policies purchased by and in the name of the Association shall provide that the proceeds covering property losses shall be paid to the Board of Directors of the Association and/or the Trustee, if such Trustee has been appointed. If a Trustee resigns or is unable or unwilling to serve at any time, a majority vote of the Board of Directors shall appoint a successor and may remove and appoint a successor Trustee. Immediately upon the receipt by the Association of such proceeds, the Association shall endorse the instrument by means of which such proceeds are paid and deliver or cause to be delivered such instrument to the Insurance Trustee.

(2) Duties of Trustee: The Insurance

Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Insurance Trustee shall not be required to file any return, make any report or accounting to any Court, nor shall it be required to file any bond. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or other person. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and delivered to it and to hold such proceeds in trust for the benefit of the owners and their mortgagees in the shares as hereinafter provided, but which shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on account of damage or destruction to the common area shall be reserved for the owners in accordance with their respective percentage of undivided interest in and to the common area. Proceeds on account of damage or destruction to units shall be reserved for the owners of the damaged or destroyed units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such unit owner. In the event that a mortgagee endorsement has been issued as to any particular unit, the share of such unit owner shall be paid in trust for such owner and his mortgagee as their interests may appear. The Insurance Trustee shall be authorized to seek the instructions of any court by appropriate petition for construction, instructions, declaratory judgment, or such other appropriate proceeding as it may deem proper in its sole discretion and the expenses of same shall be borne by the Association as a common

expense and may be chargeable by the Insurance Trustee against the proceeds of insurance.

(3) Disbursements of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the Insurance Trustee shall first be paid and the remaining proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be disbursed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(b) If it is determined as provided herein that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as herein provided.

(c) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary setting forth whether or not the damage or destruction was to the common area or one or more units or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements

be made by the Insurance Trustee as by law provided in accordance with the terms of this section.

(d) If the damage or destruction is to the common area and is to be repaired or reconstructed, said Insurance Trustee may require the signature of any or all mortgagees known to said Insurance Trustee as it may in its sole discretion require and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other persons named herein as having been employed by the Association to supervise such repairs or reconstruction.

(e) If the damage or destruction is to one or more units and is to be repaired or reconstructed, said Insurance Trustee may require the signature of any or all the mortgagees on such unit or units as the Trustee in its sole discretion may require, and said certificate may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein, or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction.

(f) The Insurance Trustee shall not incur any liability to any owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with

any such certificates or written authorizations. Nor shall the Insurance Trustee incur any liabilities to any owner or mortgagee by reasons of disbursements at the order of any court.

D. Damage and Destruction:

(1) Loss Estimates: Immediately after the damage or destruction by fire or other casualty to all or any part of the condominium property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each unit and the common area having the same vertical and horizontal boundaries as before.

(2) Determination to Repair or Reconstruct:

Any such damage or destruction shall be repaired or reconstructed unless at least eighty percent (80%) of the total votes of the Association shall decide within sixty (60) days after the casualty, not to repair or reconstruct. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or if reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association if such proceeds are paid; provided, however, that said period of time shall in

no event exceed ninety (90) days after the casualty. In the determination of the question of whether or not to repair or reconstruct, the mortgagee shall not have the right to participate in the determination as to whether the damaged property or destroyed property shall be repaired or reconstructed except in the following cases: (a) a unit owner being in default under the terms of the mortgage, (b) damage or destruction of the office units mortgaged, (c) the common elements, the limited common elements, or (d) damage or destruction to more than fifty percent (50%) of the office units. In such event, the mortgagee or mortgagees shall have an irrevocable proxy (so long as said mortgagee shall continue as the mortgagee) to jointly exercise the vote of the unit owner in the determination of whether the damage or destruction shall be repaired or reconstructed. Unless written notice specifying the right to exercise the proxy as set forth above has been given to the Secretary of the Association, the owners are deemed and conclusively presumed to be authorized to vote on such matters. Should the Association determine in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event, (i) the property shall be deemed to be owned in common by the unit owners; (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common area; (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the unit owner in the property; and (iv) the property shall be subject to an action for partition at the suit of any unit owner,

in which event the net proceeds of sale shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund, which, after payment of all expenses of the Insurance Trustee, shall be divided among all of the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out the respective share of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner. Prior to any disbursements to unit owners, the holder of a first mortgage on any unit shall receive payment in full of the debt secured by such mortgage to the extent that such debt does not exceed an amount equal to (i) the insurance proceeds paid with respect to the unit covered by such mortgage; plus (ii) any sums which might otherwise be due the owner of such unit from the proceeds of the sale of the entire property. Disbursements to owners shall be made as provided for herein.

E. Repair and Reconstruction: If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment against all owners of the damaged units, and against all owners in the case of damage to the common area, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Such assessments against unit owners for damage to their units shall be in proportion to the cost of repair and reconstruction of their respective units. Such assessments on account of damage to the common area shall be in proportion to the owners' share in the common

area. Any and all sums paid to the Association under and by virtue of those special assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and assessments, if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed shall be disbursed as provided for herein.

10. Minor Repairs: Notwithstanding the foregoing provisions, in the event of damage by fire or other casualty to either the common area or a single unit covered by insurance written in the name of the Association and if the insurance proceeds initially offered or paid therefor are less than Two Thousand Dollars (\$2,000.00) and the estimated cost of repairing such damage is less than twice the amount of such proceeds, then the instrument by means of which such proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with the following provisions:

A. Common Area: If the damage is confined to the common area, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common area. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a special assessment levied by the Board of Directors against all

owners in proportion to each owner's share in the common area or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common area as the Board of Directors, in the exercise of its sole discretion, may determine.

B. Single Unit: If the damage is confined to a single unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the owner and his mortgagee, if any, who may use the proceeds as they alone may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a special assessment levied by the Board of Directors against the owner of the damaged unit. Payments for repairs provided for in this subsection shall be made only after all such repairs have been completed and approved by the Association, the owner and his mortgagee, if any, which approval shall not be unreasonably withheld.

11. Common Expenses:

A. Budget: At the first meeting of the Board, and thereafter within thirty (30) days prior to the date of each annual meeting of the Association, the Board shall prepare a budget for the maintenance and operation of the condominium property for the succeeding calendar year, and shall estimate the amount of common expenses to be paid for such year. The amount of common expenses so determined shall be allocated and assessed by the Board among the office unit owners in proportion to their respective percentages of ownership of the

common elements as specified in Exhibit "C".

B. Common Expenses: The common expenses shall include, but not be limited to, the following:

(1) Fees and expenses of managing and administering the Association.

(2) Expenses of maintaining, preserving, operating, repairing or replacing the condominium property.

(3) Expenses of utility services for the common property, including water, gas, electricity and sewer.

(4) The cost of all insurance premiums on all policies of insurance obtained by the Board pursuant to this Declaration.

(5) All rental and other payments required to be made for any property which is hereafter leased or rented for the use and benefit of the Association.

(6) Amounts determined by the Board to be reasonably required as working capital of the Association, for a general operation reserve, for a reserve fund for replacements, and for deficiencies arising from unpaid assessments.

(7) Special assessments for capital improvements as provided for below.

C. Assessment: The Board shall promptly advise each unit owner in writing of the estimated amount of common expenses payable by him as so determined by the Board, and shall furnish him with a copy of the budget on which such estimate is based, and upon written request of owner or mortgagee shall furnish a copy of his mortgage. The amount so assessed by the Board against each unit for each calendar year shall be a lien against the unit owned by such owner as of January 1 of such year. If said estimated amount proves inadequate for any such

year, including non-payment of any owner's assessment, the Board may, at any time, levy a special assessment which shall be assessed against the owners in proportion to their respective percentage of ownership of the common elements. Any such special assessment shall be a lien against the residence units as of the date specified in the notice of such special assessment. Each owner shall pay to the Association Treasurer such expenses in equal monthly installments on or before the first day of each month or at such other time and in such other manner as the Board shall designate from time to time.

D. Special Assessments for Capital Improvements:

In addition to the assessments provided for above, the Association may levy special assessments for the purpose of paying, in whole or in part, the cost of construction of any new improvement or reconstruction or replacement of any existing improvement within the common elements, including the costs of any fixtures or personal property relating thereto; provided that such assessment shall have been approved by the vote of two-thirds of the owners voting at a meeting duly called for this purpose, written notice of which shall have been given in the manner specified in the By-Laws of the Association. For purposes of said special assessments for capital improvements, any mortgagee or mortgagees shall have an irrevocable proxy (so long as said mortgagee shall continue as the mortgagee) to jointly exercise the vote of the unit owner and shall be given notice for same as a unit owner. Unless written notice specifying the right to exercise the proxy has been given to the Secretary of the Association, the owners are deemed and conclusively presumed to be authorized to vote on such matters.

E. Collection: The Board shall take prompt

action to collect any common expenses due from any unit owner which remain unpaid for more than ten (10) days from the due date for payment thereof. In the event of default by any unit owner in paying the common expenses as determined by the Board, such unit owner shall be obligated to pay interest at the legal rate on such common expenses from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common expenses. The Board shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien granted by the Act on the unit of such owner.

12. Maintenance, Repair, Alteration or Improvement of Condominium Property:

A. Apartment Units: Each unit owner shall at his own expense keep the interior of his unit and appliances, equipment and fixtures therein in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all redecorating and painting necessary to preserve or maintain the good condition and appearance of his unit. Each unit owner shall also be responsible for all damages to any part of his unit, to any other unit or to any of the common elements, which may result from the neglect, negligence, misuse, or misconduct of such unit owner, his employees, agents, invitees or tenants.

B. Exteriors: No unit owner shall change, modify or alter in any way or manner whatsoever the design or appearance of any surface or facade on the exterior of such

owner's unit, nor paint or decorate any such exterior surface or facade, nor install, erect or attach to any part of any such exterior surface any sign, fixture, or thing whatsoever, nor make any alterations or additions to any part of the condominium property, unless such owner shall have first obtained the written consent of the Board.

C. Common Elements: All maintenance, repairs, replacements, alterations, and improvements to the common elements whether located inside or outside of a unit (unless necessitated by the neglect, negligence, misuse or misconduct of an owner) shall be made by the Association and the cost of same shall be charged to all unit owners as a common expense as provided herein.

13. Association of Unit Owners: The operation of the condominium shall be an association as above defined, which shall be organized and operated pursuant to the Act, this Declaration, and the By-Laws. Each unit owner shall be a member of the Association. Voting shall be on a percentage basis and the percentage of the vote to which each member shall be entitled shall be the percentage of his ownership in the common elements as stated in Exhibit "C". All funds and property acquired by the Association shall be held by the Board in trust for the members in accordance with the provision of this Declaration and the Act.

14. Notice of Lien or Suit: A unit owner shall give notice to the Board of every lien against his unit (other than permitted mortgages, taxes and assessments by the Association) within five (5) days after the attaching of the lien, shall give notice to the Board of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after such owner receives knowledge of such suit

or other proceeding, and shall give notice to the Board immediately upon receipt by such owner from a mortgagee holding a mortgage on such unit of any notice, demand or other communication demanding payment of the debt secured by such mortgage, accelerating or proposing to accelerate the maturity of such debt, or in any manner informing such owner of an actual, pending or alleged default by owner under such mortgage.

15. Notices: Any notice required by the Act or by any of the condominium documents shall be a written notice delivered to the recipient or mailed to him by United States mail, postage prepaid, at his last known address if the recipient is an individual, or addressed to the President of the Association, if the recipient is the Association or the Board. All notices delivered by mail shall be deemed to have been given as of the date and hour of the postmark thereon. The address of unit owners shown on the records maintained by the Secretary of the Association shall be the address of such owner for mailing of all notices required from the Board or the Association, and it shall be the responsibility of each owner to furnish the Secretary written notice of any error in such records or change of address.

16. Agent to Receive Service of Process: All notices, stipulations, writing, or process to be served upon the Association, or upon the Board, shall be delivered to the authorized agent of the Association and of the Board. Said agent shall be the then incumbent President of the Association, whose name and residence address shall be a matter of record as part of this paragraph and declaration. From time to time as new persons serve in the office of President, the Secretary shall certify and record an amendment to this paragraph. Amendment

and recording for the purposes of this paragraph shall not require any formal Association action, it being intended to meet at all times the statutory requirement to disclose the name and address of each person to receive service of process. Until the election of the first President, Norman E. Reu, 320 Mallory Street, St. Simons Island, Georgia 31522 shall be considered the authorized agent.

17. Renewal of Covenants and Restrictions: The provisions of this declaration and the other condominium documents shall constitute covenants running with the land, binding on the undersigned, its successors and assigns, and on all subsequent owners of any part of the condominium property, together with their grantees, successors, heirs, executors, administrators, devisees, lessees, and assigns. By the acceptance of any deed or other document conveying or transferring any interest in a unit, the recipient thereof accepts and ratifies all covenants and restrictions contained herein and in the other condominium documents. Each unit owner, by the acceptance of said deed or other document, covenants and agrees, each with the other, that he will join in the execution of any and all documents which are deemed necessary by the Board to renew or extend said covenants and restrictions from time to time so long as the condominium exists.

18. Waiver: The failure of the Association or any unit owner to enforce any covenant, restriction or other provisions of the Act or the condominium documents shall not constitute a waiver of the right to do so thereafter.

19. Amendments by Owners: This declaration shall be amended in the following manner:

A. Proposed Amendment: Any member of the

Association may propose an amendment to this declaration. Such proposed amendment must be submitted in writing to the Secretary at least twenty (20) days prior to the date of the special or regular Association meeting at which the proposal is to be considered.

B. Notice: A statement of the subject matter of the proposed amendment or amendments shall be included in the notice of any Association meeting at which the proposed amendments are to be considered.

C. Resolution: A resolution for the adoption of a proposed amendment may be proposed by any member of the Association. The resolution for adoption must be approved by the owners entitled to cast not less than seventy-five percent (75%) of the total authorized votes of the Association.

D. Absentee Vote: Members not present at any meeting may vote by proxy as provided by the By-Laws.

E. Proviso: Provided, however, that no amendment shall change the boundaries of a unit nor the share in the common elements appurtenant to it, unless the record owners of all units shall approve the amendment in writing. And, provided, further, that so long as Owner owns three (3) or more units, no amendment may be made without the written approval of Owner.

F. Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary in recordable form. The amendment shall be effective when such certificate and a copy of the amendment are filed for record in the office of the Clerk of Superior Court.

20. Construction: The provisions of this declaration

and all other condominium documents shall be construed in light of the provisions of the Act and, to the extent possible, as being consistent with the Act. If any provision, sentence, clause, phrase or word of this declaration is held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision herein or in said documents. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. The captions used herein and in the other condominium documents are solely to aid in the location of the various provisions, and in no way shall such captions be construed to limit or define the subject matter of such provisions.

21. Miscellaneous:

A. Incorporation of the Act: Except as modified by the provisions of this declaration, and the exhibits hereto, the Act is by reference hereby incorporated herein.

B. Multiple Owners: If any unit shall be owned as tenants in common by two or more persons, such persons shall be jointly and severally liable for the common expenses assessed against such unit and for the prompt discharge of each and every obligation or duty imposed on such owners by the condominium documents.

C. Enforcement: Each owner, tenant or occupant of a unit shall be bound to comply with the statutory provisions and condominium documents as the same may be in effect from time to time and with the decisions, resolutions, rules and regulations of the Association as the same may be in effect from time to time, and failure to do so shall be grounds for an action to

recover damages or to obtain injunctive and other equitable relief, or both.

IN WITNESS WHEREOF, the Owner has executed this declaration on this the 9th day of March, 1978.

Norman E. Reu (L.S.)
Norman E. Reu

Signed, sealed and delivered in the presence of:

Jan E. McLaughlin
James Kilb

Notary Public, Glynn County, Georgia
Notary Public, Glynn County, Georgia
My Commission expires: My Commission Expires Aug. 23, 1981.

Declaration of Condominium
Oceanwood Condominium Association, Inc.

EXHIBIT "A"

All that lot, part or parcel of land together with the improvements thereon, situate, lying and being in the County of Glynn, State of Georgia, and on that Island known as St. Simons Island as described according to a plat by James L. Conine, Georgia Registered Surveyor No. 1545, recorded simultaneously with the recording of the Declaration of Condominium for Oceanwood Condominium Association, Inc., which said plat is incorporated herein and made a part hereof by reference thereto, and being more particularly described as follows:

Commencing at the southerly right-of-way of Olive Way on the Island of St. Simons and running in a southwesterly direction along the southeastern right-of-way of Ocean Boulevard for a distance of 650.06 feet, and a concrete monument and the place and point of beginning; from said point of beginning, South 48 degrees 43 minutes East for a distance of 196.49 feet to a concrete monument on the northwesterly right-of-way of Wood Avenue; thence in a southwesterly direction along the northwestern right-of-way of Wood Avenue, South 41 degrees 17 minutes West for a distance of 150.0 feet to a concrete monument; thence North 48 degrees 43 minutes West for a distance of 200.97 feet to a concrete monument on the southeastern right-of-way line of Ocean Boulevard; thence along said southeastern right-of-way of Ocean Boulevard North 43 degrees 00 minutes East for a distance of 150 feet to a concrete monument and the place and point of beginning.

Declaration of Condominium
Oceanwood Condominium Association, Inc.

EXHIBIT "B"

PLANS AND PLATS

PLAT:

That plat by James L. Conine, Georgia Registered Surveyor No. 1545, titled "Oceanwood Cottages", dated March 15, 1978, recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia.

PLAN:

Those plans by Lawrence S. Miller, Jr. titled "Oceanwood Cottages for Mr. Norman Reu" dated 7-15-77, revision No. 1-55-78 file No. 7704, being three sheets titled "Site Plan", "Front Elevation, Side Elevation and Rear Elevation" and "Typical Section Showing Framing".

Declaration of Condominium
Oceanwood Condominium Association, Inc.

EXHIBIT "C"

<u>Unit Designation</u>	<u>Limited Common Elements</u>	<u>Allocation of Percentage of Interest in Common Elements, Membership Votes, Common Expenses "(1)</u>
101	None	8.3333%
102	None	8.3333%
103	None	8.3333%
104	None	8.3333%
105	None	8.3333%
106	None	8.3333%
107	None	8.3333%
108	None	8.3333%
109	None	8.3333%
110	None	8.3333%
111	None	8.3333%
112	None	8.3333%

Notes:

* (1) Such percentage of undivided interest in common elements, liability for common expenses and membership votes in the Association shall be conveyed and assumed by warranty deed substantially in the form attached to this Declaration as Exhibit "D".

Unit Boundaries:

The boundaries of each unit are shown on the plans and plats described as Exhibit "B". The units have a horizontal boundary of the underside of roofing joists. The vertical boundaries of the units shall be the outside of the outside wall studs, provided, that all attachments to exterior walls of the house which are a part of such residence which protrude beyond the boundaries and which are constructed in conformity with the Condominium Documents are included within said boundaries. The vertical boundaries of party walls shall be the centerline of same.

Declaration of Condominium
Oceanwood Condominium Association, Inc.

EXHIBIT "D"

STATE OF GEORGIA

COUNTY OF GLYNN

THIS INDENTURE, made the ___ day of _____, 19___ between NORMAN E. REU, of Glynn County, Georgia, Owner, hereinafter referred to as "Grantor", and _____, of Glynn County, Georgia, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents: the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract of parcel of land lying and being on St. Simons Island, in Glynn County, Georgia, and being Unit ___ of Oceanwood Condominium Association, Inc., as is shown on that certain location plat by James L. Conine, Registered Surveyor No. 1545, recorded in Condominium Plat Book ___, page ___, records of the Clerk of the Superior Court of Glynn County, Georgia. The Unit is a part of the property described in Exhibit "A" to the Declaration of Condominium dated _____, recorded in Deed Book ___, page ___, aforesaid records.

This Unit includes an undivided 8.3333 percentage interest in the common elements of Oceanwood Condominium Association, Inc. (as such common elements are defined in said Declaration), together with all of the right, title and interest of Grantor in said Unit and the appurtenances thereto under said Declaration.

The above described location plat, the Declaration of Condominium, and any recorded amendments thereto are incorporated herein by reference and made a part hereof.

This conveyance is made subject to the terms, provisions and restrictions contained in the Georgia Condominium Act, as amended from time to time, and in the said Declaration. By acceptance of this Deed, Grantee acknowledges receipt of a copy of said Declaration and covenants and agrees to comply with all of the terms, provisions and restrictions set forth therein, as amended from time to time.

TO HAVE AND TO HOLD the Unit with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the Unit unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed on the day and year first above written.

Norman E. Reu (L.S.)

Signed, sealed and delivered
in the presence of:

Notary Public

BYLAWS

OF

OCEANWOOD CONDOMINIUM ASSOCIATION, INC.

1. Authority: These bylaws are established pursuant to the Georgia Condominium Act (hereinafter referred to as the "Act"), and the Declaration of Condominium (hereinafter referred to as "Declaration") by Norman E. Reu, (hereinafter referred to as "Owner"). The Act and the Declaration are incorporated herein by reference.

2. Name: The name of this Association shall be "Oceanwood Condominium Association, Inc.", an association of apartment unit owners.

3. Powers: The Association shall have all of the powers and duties as set forth in the Act, except as modified by the Declaration and these bylaws, 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 bylaws, and the other condominium documents.

4. Membership: The membership of the Association shall consist of all of the record owners of the units. Each unit owner shall automatically become a member of the Association upon acquisition of title to a unit, 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 bylaws shall apply to the condominium property known as the Oceanwood Condominium Association, Inc., said property being more particularly described in the Declaration, and shall be binding on all units owners, their lessees, grantees, heirs, executors, administrators, devisees, successors and assigns, and on all other persons occupying or using said property in any manner. The ownership, rental or occupancy of any unit shall constitute acceptance and ratification of these bylaws and all other condominium documents.

6. Board of Directors:

A. Number: The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as "Board") composed of not less than two (2) nor more than five (5) persons, all of whom must at all times during their services as Directors be owners of units or an officer or employee of a mortgagee, or officers or employees of a corporation owning one or more units. The members of the Association shall determine the number of Directors at the first meeting of the Association and from time to time thereafter

as may be desirable by the members of the Association in regular or special meetings called for such purpose.

B. Powers: The Board shall have all the powers and the 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.

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, the Directors shall be elected for the term of one year. Thereafter the Directors shall 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 vote of the majority of the remaining Directors, 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 66-2/3 per cent 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 two regular meetings 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 three (3) days prior to the day named for such meeting.

I. Special Meetings: Special Meetings of the Board may be called by the Chairman on five (5) days written notice to each Director, which notice shall state the time, place and purpose of the meeting. Special meetings of the

Board shall be called by the Chairman or Secretary in like manner and with like notice at the written request of at least three (3) Directors.

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 shall be elected by and from the Board an Association President (who shall also be 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. Duties: The officers shall perform all the duties incident to their respective offices. The President shall be the chief executive officer with general powers as such, including the power to appoint committees from among the Association members. The Secretary shall keep and maintain minutes of meeting and other records of the Association, and shall perform such other duties as the Board may direct. The Treasurer shall be responsible for Association funds, the keeping of full and accurate fiscal records and accounts and shall perform such other duties as the Board may direct.

C. 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 of 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 a resolution adopted by a majority vote of the unit owners.

9. Association Meetings:

A. Place of Meeting: Meetings of the Association shall be held on St. Simons Island, Georgia, at such suitable place convenient to the members as may be designated by the Board, except that Owner shall designate the place of the first meeting.

B. Annual Meeting: The first meeting of the Association shall be held within thirty (30) days after the filing of the Declaration. Thereafter, the annual meeting of the Association shall be held on the first Wednesday in January 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.

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 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 unit owner at least ten (10) days but not more than twenty (20) days prior to such meeting. The mailing of such notice shall be considered notice served. Any member may waive notice of a meeting by written waiver executed before, at or after the meeting. Any member attending a regular meeting or special meeting shall be deemed to have waived notice 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.
- (8) 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 unit or units 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 unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice president of the corporation. Such certificates shall be valid until revoked or until superceded

by a subsequent certificate or until written notice of a change in the ownership of the unit concerned is delivered to the Secretary of the Association. Whenever the decision of a unit 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 unit owner 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 bylaws 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 bylaws may be amended only by the affirmative vote of members entitled to cast 51% or more of the total vote of the Association.

Adopted as the bylaws of Oceanwood Condominium Association, Inc., at the organizational meeting of the Board of Directors held on the ____ day of _____, 1978.

By: _____

Attest: _____

Ratified as the bylaws of Oceanwood Condominium Association, Inc., at the first regular meeting of members

of the Association held on the ____ day of _____, 1978.

By: _____

Attest: _____

Exhibit "A"

All that tract or parcel of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, and being Unit Number 110, OCEANWOOD CONDOMINIUM ASSOCIATION, INC. as is shown on that certain location plat prepared by James L. Conine, Georgia, Registered Surveyor No. 1545, recorded in Condominium Plat Book 16, Map No. 593, records of the Clerk of the Superior Court of Glynn County, Georgia. Said Unit is a part of the property described in Exhibit "A" to the Declaration of Condominiums dated March 9, 1978, recorded in Deed Book 20-J, page 82, aforesaid records.

Each unit includes an undivided percentage interest in the common elements of Oceanwood Condominium Association, Inc. (as such common elements are defined in said Declaration), together with all the right, title and interest of Grantor in said Units and the appurtenances thereto under said Declaration.