

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/ 6/2014 1:26 PM
TOTAL \$ 78.00
24 Pages

1480134



**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
SEA PINES AT BON SECOUR,
A CONDOMINIUM**

This Instrument is prepared by:

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STATE OF ALABAMA
COUNTY OF BALDWIN

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
SEA PINES AT BON SECOUR, A CONDOMINIUM**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF SEA PINES AT BON SECOUR, A CONDOMINIUM (this "Amendment") is made as of the 29th day of September, 2014:

WITNESSETH:

WHEREAS, on September 27, 2007, the Developer, Sea Pines, LLC, caused to be recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument Number 1076903, the Declaration of Condominium of Sea Pines at Bon Secour, a Condominium, which was subsequently amended by Instrument 1100021 and Instrument 1112215 (collectively, the "Declaration"), and;

WHEREAS, Article 15.02(A)(1) of the Declaration authorizes the Unit Owners to amend the Declaration if the proposed amendment is approved by the affirmative vote of the Members representing not less than sixty-seven percent (67%) of the total allocated votes of the Association and by the affirmative vote of the Mortgagees representing not less than sixty-seven percent (67%) of the total allocated votes of the Units subject to Mortgages; and,

WHEREAS, a special meeting of the Unit Owners was held on June 10, 2014 regarding this Amendment; and,

WHEREAS, the undersigned Unit Owners, representing sixty-seven percent (67%) or more of the total allocated votes of the Association joined by sixty-seven percent (67%) or more of the mortgagees, voted to amend the Declaration as hereinafter set forth:

NOW, THEREFORE, the undersigned do hereby amend the Declaration pursuant to Article 15.02(A)(1) in the following particulars and no others:

1. Section 9.03 of the Declaration shall be amended by adding after the last sentence thereof the following:

Notwithstanding anything herein to the contrary, no more than ten percent (10%) of the total Units in the Condominium may be leased at the same time. The Board will keep a list of Units currently leased. If a Unit Owner wants to lease a Unit, such Unit Owner shall submit an application to the Board for permission to lease such Unit. Applications to lease a Unit shall be considered in the order received by the Board. If at the time of receipt of the application to lease, more than ten percent (10%) of the Units are leased, the Board will deny the application and place the Unit Owner on a wait-list to lease such Unit. All leases for units shall be for a term of twelve (12) months. Unit Owners are prohibited from leasing their units for an initial term of less than twelve (12) months or for a term of more than twelve (12) months. The Board, in its sole discretion, may permit a Unit Owner due to hardship to lease a Unit even if more than ten percent (10%) of Units are currently leased. Hardship for purposes hereof shall mean (i) a job transfer of a Unit Owner out of state, (ii) illness of Unit Owner or immediate relative that requires Unit Owner to move, (iii) the deployment of a soldier on tour of duty, or (iv) such other circumstances that the Board reasonably determines to constitute a hardship. Exceptions granted for hardship shall be subject to all the leasing restrictions contained herein, including a maximum lease term of twelve (12) months. All leases will be subject to the Declaration and Bylaws of the Association. Any Unit Owner that leases a Unit shall provide the Association with the names of all tenants, including the tenants' family members who will occupy the unit.

2. Section 11.01 of the Declaration shall be deleted in its entirety and the following new Section 11.01 shall be inserted in lieu thereof:

11.01 **Responsibility of Owners; Separate Insurance Coverage.** Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to

the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type of nature of coverage commonly referred to as "tenants or Unit Owners' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors and all other Unit Owners and Occupants.

3. Section 11.02 of the Declaration shall be deleted in its entirety and the following new Section 11.02 shall be inserted in lieu thereof:

11.02 Insurance to be Maintained by the Association.

(A) **Special Broad Form Casualty Insurance.** The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). If the Condominium Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Board shall, to the extent obtainable, insure the insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. This insurance shall also:

- (i) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;
- (ii) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;
- (iii) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and

machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

(iv) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage.

(v) be written in the name of the Association for the use and benefit of the Unit Owners, or its authorized representatives, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners.

(vi) contain or have attached the standard mortgages clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(vii) have a deductible amount no greater than the lesser of Ten Thousand Dollars (\$10,000.00) or One Percent (1%) of the policy face amount for total Replacement Costs;

(viii) be paid for by the Association, as a common expense;

(ix) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners;

(x) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association; and

(xi) be primary, even if a Unit Owner has other insurance that covers the same loss.

(B) **Liability Insurance.** The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, Limited Common Elements, public ways and any other areas under the Association's supervision, and Units. If any, owned by the Association, even if leased to others, insuring the Association, the Directors, and

the Unit Owners and Occupants with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) One Million Dollars (\$1,000,000.00) arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or , if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, Unit Owners or Occupants, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, Limited Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

(C) **Worker's Compensation Insurance.** The Board shall obtain and maintain at all times a policy or policies of worker's compensation insurance to meet the requirements of the laws of the State of Alabama, if applicable.

(D) **Fidelity Coverage.** From and after such time as Declarant no longer controls the Association, the Board shall obtain, or cause to be obtained, and maintain, a fidelity or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' Assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days prior written notice to the Association and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or obligee.

(E) **Other Association Insurance.** In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability Insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

4. Section 11.03 of the Declaration shall be deleted in its entirety and the following new

Section 11.03 shall be inserted in lieu thereof:

11.03 **Governing Provisions.** All insurance obtained and maintained by the Association as provided above shall be governed by the following provisions:

(A) **Insurance Standards.** All policies obtained pursuant hereto shall (i) comply with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association as they shall apply to condominium loans; and (ii) be obtained from an insurance company authorized to write such insurance in the State of Alabama which has a “B” or better general policyholder’s rating or a “6” or better financial performance index rating in Best’s *Insurance Reports*, an “A” or better general policyholder’s rating *and* a financial size category of “VIII” or better in Best’s *Insurance Reports – International Edition*, an “A” or better rating in Demotech’s *Hazard Insurance Financial Stability Ratings*, a “BBBq” qualified solvency ratio or a “BBB” or better claims-paying ability rating Standard and Poor’s *Insurer Solvency Review*, or a “BBB” or better claims-paying ability rating in Standard and Poor’s *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder’s ratings or one of the Standard and Poor’s claims-paying ability ratings mentioned above. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

(B) **Insurance Representatives; Power of Attorney.** There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

(C) **Contribution.** In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their Mortgagees.

(D) The Association shall be required to utilize its best efforts to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the Developer or the Owners;

(2) An agreement by the insurer that the insurance coverage cannot be terminated or materially changed without ten (10) days prior written notice to the Association, each Unit Owner, and the Mortgagee of each Unit to whom a certificate of insurance has been issued at such Mortgagee's last known address; and

(3) No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

5. Section 11.06 of the Declaration shall be amended by adding after the last sentence thereof the following:

Notwithstanding anything herein to the contrary, in the event that within sixty (60) days after such loss of or damage to the Common Elements, the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

IN WITNESS WHEREOF, the undersigned have executed or caused this Amendment to be executed by their duly authorized manager, member, officer, or agent on the day and year first above written.

FOR UNIT NUMBER: 1401

[Signature] [Signature]
Print Name: DENNIS & EDITH BEDEL

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned notary public hereby certify that Dennis and Edith Bedel whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 20 day of August, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 08/20/2016

FOR UNIT NUMBER: 1402

W.S. JOHNSON

By: *Kenny A. Kirby*
Print Name: Kenny A. Kirby
Title: Attorney-in-Fact for W.S. Johnson

STATE OF Illinois
COUNTY OF Will

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Kenny A. Kirby, whose name as Attorney-in-Fact for W.S. Johnson, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Attorney-in-Fact and with full authority executed the same voluntarily for and on behalf of W.S. Johnson on the day the same bears date.

GIVEN under my hand and seal this 18th day of August, 2014.

[NOTARY SEAL]

Richard Connelly
NOTARY PUBLIC
My commission expires: 9/20/17



SEA PINES CONDOMINIUM ASSOCIATION, INC.

GENERAL PROXY

INSTRUCTIONS: If you do not plan to be present for the meeting, it is important that you complete and return this proxy so that a quorum can be obtained. Please fill in your property address, and the name of the person you desire to vote on your behalf if other than the Board of Directors, and date, sign, and return this proxy by mail SO THAT IT REACHES the Association no later than June 7th, 2014. If the Association has on file a Voting Certificate for the Lot, only the voter named in that Voting Certificate may sign this proxy, otherwise all parcel owners must sign.

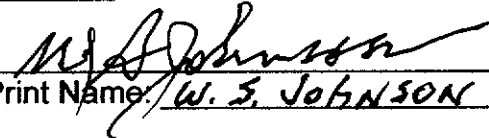
Return Address:

Ember Ferrantino
23852 W. Dayfield Drive
Plainfield, IL 60586

I/We, the undersigned, being either all the owners of, or the person designated to vote by a valid Voting Certificate for, the property located at 1402 Holmes Ave do hereby appoint as my/our attorney-in-fact, Kenny Kirby, or in the absence of naming an attorney-in-fact, the Board of Directors, as my proxyholder to attend the meeting of the members of Sea Pines Condominium Association, Inc., to be held on **June 10th, 2014**, at **6 o'clock** at the **Sea Pines at Bon Secour clubhouse**, or any adjournment thereof, but in no event longer than 90 days after the date of the meeting indicated herein. This proxy can be revoked at any time at the pleasure of the undersigned by written notice to the Secretary of the Association. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution.

I/We authorize and instruct my/our proxy to use his or her best judgment on all matters which properly come before the meeting and for which a general power may be used.

DATED this 2^d day of JUNE, 2014.


Print Name: W. S. JOHNSON

Print Name: _____

Print Name: _____

FOR UNIT NUMBER: 1403

Lonnie Dye Linda Dye
Print Name: Lonnie Dye, Linda Dye

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned notary public hereby certify that Lonnie Dye & Linda Dye whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~he/she~~ they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of June, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 3/28/15

FOR UNIT NUMBER: 403

Ruby Parker Lambert Parker
Print Name: Ruby + LAMBERT PARKER

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned notary public hereby certify that Ruby & Lambert Parker whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~he/she~~ they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of June, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 3/28/15

FOR UNIT NUMBER: 402
Dennis Owens Shirley Owen
DENNIS OWENS
Print Name: SHIRLEY OWENS

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned notary public hereby certify that Dennis Owens & Shirley Owen whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~he/she~~ they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of June, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 3/28/15

FOR UNIT NUMBER: 401

[Signature] [Signature]
Print Name: Nancy McMeekin Roseann C McMeekin

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned notary public hereby certify that Nancy McMeekin ^{& Robert C. McMeekin} whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~he~~ ^{she} executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of June, 2014.

[NOTARY SEAL.]

[Signature]
NOTARY PUBLIC
My commission expires: 3/28/15

FOR UNIT NUMBER: 102

Larry Walker Margaret Walker
Print Name: LARRY WALKER MARGARET WALKER

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned notary public hereby certify that Larry Walker & Margaret Walker whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~he~~^{they} executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of June, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 3/28/15

FOR UNIT NUMBER: 101

Frances Sistrunk
Print Name: Frances Sistrunk

STATE OF Alabama
COUNTY OF Barren

I, the undersigned notary public hereby certify that Frances Sistrunk whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of June, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 3/28/15

FOR UNIT NUMBER: 1A04

PRINT NAME OF UNIT OWNER:

Bon Secour Residential, LLC

By: [Signature]
Print Name: Thomas Haritch as Manager
Title: Manager

STATE OF Tennessee
COUNTY OF Williamson

I, the undersigned notary public in and for said state and county, hereby certify that Thomas Haritch, whose name as Manager of Bon Secour Residential, LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Manager and with full authority, executed the same voluntarily on the day set forth below.

GIVEN under my hand and seal this 7th day of July, 2014.

[NOTARY SEAL]



Lori Norman
NOTARY PUBLIC
My commission expires: 7/20/2015

FOR UNIT NUMBERS: Developer

FOLEY INVESTMENT PARTNERS, LLC

By: [Signature]

Print Name: James C. Wilcox

Title: Managing Member

STATE OF ILLINOIS

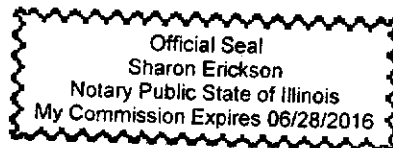
COUNTY OF COOK

I, the undersigned notary public in and for said state and county, hereby certify that JAMES C. WILCOX, whose name as MANAGING MEMBER of Foley Investment Partners, LLC, an Ohio limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such MANAGING MEMBER and with full authority, executed the same voluntarily on the day set forth below.

GIVEN under my hand and seal this 18th day of June, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 06/28/2016



CONSENT OF MORTGAGEE

This Third Amendment to Declaration of Condominium of Sea Pines at Bon Secour, a Condominium, is consented to and acknowledged by MICHAEL J. ENDRES, a MANAGING MEMBER, as mortgagee. Bluehenge, LLC limited liability company

FOR UNIT NUMBER: Developer

PRINT NAME OF MORTGAGEE:

BLUEHENG LLC

By: [Signature]
Print Name: MICHAEL J. ENDRES
Title: MANAGING MEMBER

STATE OF OHIO

COUNTY OF FRANKLIN

I, the undersigned notary public in and for said state and county, hereby certify that Michael J. Endres, whose name as MANAGING MEMBER of Bluehenge LLC, a MORTGAGEE, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such MANAGING MBR and with full authority, executed the same voluntarily for and as the act of said corporation on the day set forth below.

GIVEN under my hand and seal this 23rd day of May, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 12-12-2016



Phyllis E. McCloy
Notary Public, State of Ohio
My Commission Expires 12-12-2016

CONSENT OF MORTGAGEE

This Third Amendment to Declaration of Condominium of Sea Pines at Bon Secour, a Condominium, is consented to and acknowledged by The First Bank, a National Banking Association, as mortgagee.

FOR UNIT NUMBER: 101

PRINT NAME OF MORTGAGEE:

The First Bank, A National Banking Association

By: *W. Wade Neth*
Print Name: Wade Neth
Title: Alabama Regional President

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned notary public in and for said state and county, hereby certify that W. Wade Neth, whose name as AL Regional President of The First, a National Banking Assoc is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation on the day set forth below.

GIVEN under my hand and seal this 22 day of Aug., 2014.

[NOTARY SEAL]

Kathleen M. Seibt
NOTARY PUBLIC
My commission expires _____



CONSENT OF MORTGAGEE

This Third Amendment to Declaration of Condominium of Sea Pines at Bon Secour, a Condominium, is consented to and acknowledged by The First Bank, a National Banking Association, as mortgagee.

FOR UNIT NUMBER: 103

PRINT NAME OF MORTGAGEE:

The First Bank, A National Banking Association

By: [Signature]
Print Name: Wade Neth
Title: Alabama Regional President

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned notary public in and for said state and county, hereby certify that W. Wade Neth, whose name as AL. Regional President of The First, a National Banking Assoc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation on the day set forth below.

GIVEN under my hand and seal this 22 day of Aug, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires:



CONSENT OF MORTGAGEE

This Third Amendment to Declaration of Condominium of Sea Pines at Bon Secour, a Condominium, is consented to and acknowledged by The First Bank, a National Banking Association, as mortgagee.

FOR UNIT NUMBER: 402

PRINT NAME OF MORTGAGEE:

The First Bank, A National Banking Association

By: *W. Wade Neth*
Print Name: Wade Neth
Title: Alabama Regional President

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned notary public in and for said state and county, hereby certify that W. Wade Neth, whose name as Alabama Regional Pres. of The First, a National Bank Assoc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day set forth below.

GIVEN under my hand and seal this 22 day of Aug., 2014.

[NOTARY SEAL]

Kathleen G. Seibt
NOTARY PUBLIC
My commission expires:



I, the undersigned President of Sea Pines Condominium Association, Inc., hereby certify that the foregoing Third Amendment to Declaration of Condominium of Sea Pines at Bon Secour, a Condominium, was adopted by the requisite percentage of votes of the Unit Owners and mortgagees of the Association.

Sea Pines Condominium Association, Inc.

By: Megan Williams
Print Name: Megan Williams
Title: President

STATE OF OHIO
COUNTY OF FRANKLIN

I, the undersigned notary public in and for said state and county, hereby certify that Megan Williams, whose name as President of Sea Pines Condominium Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President and with full authority, executed the same voluntarily on the day set forth below.

GIVEN under my hand and seal this 29th day of September, 2014.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: 11/21/18



ADAM R. WILCOX
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 11/21/2018