UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re: SEA PALMS CONDOMINIUM COUNCIL OF CO-OWNERS,[1] Debtor.	Chapter 11 26-02880-EG Case No.:

DECLARATION OF KENT LOVETT IN SUPPORT OF DEBTOR'S CHAPTER 11 PETITION AND APPLICATIONS FOR FIRST DAY RELIEF

I, Kent Lovett, of full age, hereby certify and declare pursuant to Title 28 of the United States Code, Section 1746, as follows:

1. I am the President of the Board of Administrators of the Sea Palms Condominium Council of Co-Owners ("Debtor" or "Association").

2. I make this Declaration based on my personal knowledge, a review of records of Debtor, a review of documents publicly filed, and/or information available through counsel, agents and/or representatives of the Association.

3. I submit this Declaration to assist the Court and parties in interest in understanding the events and circumstances leading to the commencement of this case, and in support of the motions and other "first day" pleadings filed by Debtor (collectively, the "First Day Motions"), as set forth in more detail in Section L of this Declaration. I am authorized to submit this Declaration on behalf of Debtor.

4. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

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[1] The last four digits of Debtor's tax identification number are 0191.

5. On June 26, 2026 (the "Petition Date"), the Association filed a voluntary petition for relief pursuant to title 11 of the United States Code[2] (the "Bankruptcy Code"). Since the Petition Date, Debtor has remained in possession of its assets and has continued management of its property, business, and affairs.

A. History of the Association and Governing Documents.

6. The Association is an unincorporated association of owners at the Property (defined below) organized under the laws of the State of South Carolina.

7. The Bylaws for the Association were dated September 24, 1984, and recorded on October 10, 1984, in Book 302 at Page 249 with the Clerk of the Court's office or Colleton County, South Carolina (the "Clerk's Office").

8. Pursuant to the Bylaws, the Association is governed by a Board of Administrators (the "Board"). The current members of the Board are Ken Lovett, President; Dr. C. Alan Legg, Vice President, and Jennifer Espinoza, Secretary/Treasurer.

B. Property Structure.

9. The Association was created by the Declaration of Horizontal Property Regime, Master Deed and Bylaws, Sea Palms Condominium, Fairfield Ocean Ridge, Colleton County, South Carolina (the "Declaration of Horizontal Property Regime") dated September 24, 1984, and recorded on October 10, 1984 in Book 302 at Page 209 in the Clerk's Office. The Declaration of Horizontal Property Regime was amended by that certain Supplemental Declaration to Declaration of Horizontal Property Regime, Master Deed and By-Laws, Sea Palms Condominium, Fairfield Ocean Ridge, Colleton County, South Carolina ("Supplemental Declaration") dated July 22, 1985 and recorded on August 1, 1985 in Book 322 at Page 8 in the Clerk's Office; that certain

[2] All references to the "Bankruptcy Code" herein refer to 11 U.S.C. §§101-1532.

Amendment to The Sea Palms Condominium Horizontal Property Regime, Elimination of Phase III ("Amendment") dated December 5, 1985 and recorded on December 16, 1985 in Book 334 at Page 98 in the Clerk's Office; and that certain Second Amendment to Horizontal Property Regime, Master Deed and By-Laws, Sea Palms Condominium ("Second Amendment") dated December 8, 2023 and recorded on February 12, 2024 in Book 3285 at Page 226 in the Clerk's Office. The Declaration of Horizontal Property Regime, Supplemental Declaration, Amendment, and Second Amendment are collectively referred to as the "Declaration."

10. The Declaration submits the property identified in the Declaration to an interval ownership.

11. Pursuant to Section l of Article II of the Declaration, "*'Unit' shall have the same meaning as the term '"Apartment'" as used in this Declaration and defined in the [Horizontal Property] Act.*"

12. Pursuant to Section O(1) of Article II of the Declaration, "'*Interval Ownership' is a concept whereby Apartments and the share of common elements assigned to the Apartments are conveyed for periods of time, the purchaser receiving a stated time period for a period of years together with a remainder over in fee simple as a tenant in common with all other purchasers of "Unit Weeks" in each particular Apartment upon termination of the Interval Ownership program in accordance with this Master Deed.*"

13. Pursuant to Section O(3) of Article II of the Declaration, "*'Unit Weeks' shall consist of individual Unit Weeks which shall each be an interest in a Unit and shall thereby constitute an interest therein for stated periods of time per year for a stated number of years together with a remainder interest in the Apartment in fee simple.*"

14. Pursuant to Section O(4) of Article II of the Declaration, "*'Unit or Apartment Committed to Interval Ownership' shall be any Apartment sold under a plan of Interval Ownership.*"

15. Pursuant to Section O(2) of Article II of the Declaration, "*'Unit Week Owner' or 'Interval Owner' shall mean a person owning one or more of said Unit weeks, whether entirely or jointly or in common with others.*"

16. Pursuant to Section M of Article II of the Declaration, "'*Unit Week Purchaser' or 'Purchaser' shall mean any individual, person, corporation, partnership or other legal entity, including his or its heirs, assigns, or successors, who purchases a Unit Week from the Developer either by cash payment or by an installment sales contract.*"

17. Pursuant to Article II of the Declaration, "*Unless it is plainly evident from the context that a different meaning is intended, [] general common elements (generally referred to herein as common elements) [] shall have [] the meanings stated in said 'Horizontal Property Act.'*"[3]

18. Each Unit Week Owner or Interval Owner is also referred to herein individually as an "<u>Association Member</u>" and collectively as "<u>Association Members</u>."

C. Property Description.

19. The property subject to the Declaration, and governed by the Association, has its principal place of business at #1 King Cotton Road, Edisto Beach, South Carolina 29438; however, its physical address is 371-395 Sea Clouds Circle, Edisto Beach, SC 29438 and it is commonly known as *Sea Palms Condominium* (the "<u>Property</u>"). The Property consists of six (6) buildings containing between four (4) and six (6) Units each as well as common elements.

[3] S.C. Code Ann. § 27-31-10 et seq.

20. The Property is operated as a timeshare community. All Units are fully furnished, and each contains a full kitchen.

21. The following photographs depict the buildings at the Property and their location:

D. Master Development Declaration

22. The Declaration and the Property are also subject to the Declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc. recorded on May 24, 1978 in Book 195 at Page 312 in the Clerk's Office and the Declaration of Rights, Restriction, Affirmative Obligations and Conditions Applicable to all Property in The Oristo Subdivision on Edisto Beach, S.C. recorded in the Clerk's Office on May 26, 1978 in Book 195 at Page 347. Subsequently, the

Declaration of Covenants and Declaration of Rights were amended by that certain First Supplemental Declaration to the Declaration of Rights recorded on December 28, 1988 in Book 438 at Page 14 in the Clerk's Office; that certain First Supplemental Declaration to the Declaration of Covenants recorded on December 28, 1988 in Book 438 at Page 22 in the Clerk's Office; that certain Second Supplemental Declaration to the Declaration of Rights recorded on March 30, 1989 in Book 446 at Page 301 in the Clerk's Office; that certain Second Supplemental Declaration to the Declaration of Covenants recorded on December 30, 1989 in Book 446 at Page 306 in the Clerk's Office; that certain Third Supplemental Declaration to the Declaration of Rights and the Declaration of Covenants recorded on August 11, 1992 in Book 566 at Page 74 in the Clerk's Office; that certain Fourth Supplemental Declaration to the Declaration of Rights and the Declaration of Covenants recorded on June 2, 1994 in Book 629 at Page 313 in the Clerk's Office; that certain Fifth Supplemental Declaration to the Declaration of Rights and the Declaration of Covenants recorded on August 8, 1995 in Book 672 at Page 341 in the Clerk's Office; that certain First Amendment to the Declaration of Covenants and the Declaration of Rights recorded on January 2, 1998 in Book 798 at Page 305 in the Clerk's Office; that certain Sixth Supplemental Declaration to the Declaration of Covenants and the Declaration of Rights recorded on October 19, 1999 in Book 879 at Page 119 in the Clerk's Office; and that certain Second Amendment to the Declaration of Covenants and the Declaration of Rights recorded on March 1, 2006 in Book 1155 at Page 220 in the Clerk's Office. The foregoing are collectively referred to as the "<u>Master Declaration.</u>" The Declaration provides that the Property (commonly known as *Sea Palms Condominium*) is subject to the Master Declaration, which governs the larger master development known as *Ocean Ridge* (the "<u>Master Development</u>").

23. Pursuant to Article VI and Section A of Article XXVI of the Declaration, the Association Members are also members of the Fairfield Ocean Ridge Property Owners Association

(the "Master Association"). Pursuant to Sections 1 and 2 of the Master Declaration, the Association Members are obligated to make periodic payments to the Master Association for the "*for the improvements, maintenance, enhancement, enlargement and, operation of the Common Properties and Restricted Common Properties but not Purchased Common Properties, and to provide services which the Association is authorized to provide.*" The Association collects from Association Members those fees assessed by the Master Association and remits them to the Master Association.

E. Ownership Interests of the Property.

24. The Property contains twenty-five (25) total Units, which are operated as a timeshare.

25. Pursuant to Section a of Article III of the Declaration, Phase I of the Sea Palms Development consists of three (3) buildings containing a total of thirteen (13) Units. The Phase I Building and Unit numbers are as follows:

- Building 1, Units 371, 372, 373, 374, and 375;
- Building 2, Units 376, 377, 378, and 379;
- Building 3, Units 380, 381, 382, and 383.

26. Pursuant to the Supplemental Declaration, Phase II of the Sea Palms Development consists of three (3) buildings containing a total of twelve (12) Units. The Phase II Building and Unit numbers are as follows:

- Building 4, Units 384, 385, 386, and 387;
- Building 5, Units 388, 389, 390, and 391;
- Building 6, Units 392, 393, 394, and 395.

27. Pursuant to Section (o)(3) of Article II of the Declaration, each Unit contains fifty-two (52) Unit Weeks.

28. There are 1,300 Unit Weeks at the Property.

29. Pursuant to a deed dated September 15, 2025, and recorded on September 22, 2025 in Book 3485 at Page 332 in the Office of the Colleton County Registrar of Deeds, the Association owns two (2) Unit Weeks in each Unit at the Property as follows:

- Building 001A, Units 371, 372, 373, 374, and 375 - Weeks 1 and 2
- Building 002A, Units 376, 377, 378, and 379 - Weeks 1 and 2
- Building 003A, Units 380, 381, 382, and 383 - Weeks 3 and 4
- Building 004A, Units 384, 385, 386, and 387 - Weeks 3 and 4
- Building 005A, Units 388, 389, 390, and 391 - Weeks 3 and 4
- Building 006A, Units 392, 393, 394, and 395 - Weeks 1 and 2

30. As of May 8, 2026, the Association owns 58 Unit Weeks at the Property together with a concomitant share of the common elements (the "Association Interest"). The Association Interest comprises approximately 4.46% of the total Unit Weeks at the Property. The Association owns the Association Interest as a tenant-in-common with all Interval Owners at the Property. The Unit Weeks owned by the Association, are sometimes referred to as maintenance weeks.

31. According to the records of the Association, as of May 8, 2026, First American Trust, FSB, as Trustee, Duly Appointed Under the Declaration of Trust for the Club Wyndham Access Vacation Ownership Plan ("First American Trust, as Trustee") owns 798 Unit Weeks at the Property, and a concomitant share of the common elements at the Property. First American Trust, as Trustee, owns approximately 61.38% of the total Unit Weeks at the Property. First American Trust, as Trustee, is a tenant in common with all other Interval Owners at the Property as well as the Debtor.

32. According to the records of the Association, as of May 8, 2026, Wyndham Vacation Resorts, Inc. ("WVR") owns 226 Unit Weeks at the Property, and a concomitant share of the common elements at the Property. WVR owns approximately 17.38% of the total Unit Weeks at

the Property. WVR is a tenant in common with all other Interval Owners at the Property as well as the Debtor.

33. According to the records of the Association, as of May 8, 2026, the remaining 218 Unit Weeks, and a concomitant share of the common elements, are owned by other Interval Owners. These Interval Owners own approximately 16.78% of the total Unit Weeks at the Property as tenants in common with all other Interval Owners as well as the Debtor.

34. Upon information and belief, Club Wyndham Access Vacation Ownership Plan[4] has or may offer to acquire certain Interval Owners' Unit Weeks in the Property, in exchange for certain consideration. Debtor is not and will not be a party to any such transaction.

F. The Reserve Study and Occupancy.

35. The Property faces challenges related to needed repairs, capital improvements and renovations.

36. Pursuant to the 2025 reserve study received by the Board (the "Reserve Study"), the Property needs repairs, capital improvements, and renovations estimated to cost approximately $2,634,543 from 2025 to 2029. A copy of the Reserve Study is attached at **Exhibit "A"** hereto.

37. The annual reserve contribution for the 2025 fiscal year was $2,065,525 or approximately $1588.87/Unit Week based on 1,300 Unit Weeks. Pursuant to the Reserve Study,

[4] Upon information and belief, pursuant to the Declaration of Covenants, Conditions and Restrictions; Grant and Reservation of Easements for Club Wyndham Access Vacation Ownership Plan ("CWA"), dated January 3, 2008, as amended, supplemented or restated from time to time (the "Club Declaration"), PTVO, a non-stock, non-profit corporation duly organized and existing under the laws of the State of Delaware, and Wyndham Vacation Resorts, Inc. created a multi-site timeshare program known as Club Wyndham Access. Upon information and belief, pursuant to a Declaration of Trust for CWA dated as of January 4, 2008, as amended, supplemented or restated from time to time, (the "Trust Declaration") PTVO Owners Association, Inc. ("PTVO") and WVR created an irrevocable trust to hold legal title to certain real property interests in one or more resort properties ("Club Properties") that have been subjected to the Club Declaration. Upon information and belief, the Club Properties are deeded to First American Trust, a Federal Savings Bank ("First American Trust"). Upon information and belief, First American Trust, as Trustee is the trustee under the Trust. Declaration. Upon information and belief, PTVO is the beneficiary under the Trust Declaration.

to adequately meet future projected reserve expenditures, it will be necessary to increase the reserve contribution 3% annually from 2026 through 2054.

38. In 2024, the occupancy rate at the Property was approximately 67.9%. In 2025, the occupancy rate was approximately 72.5%. The Property was projected to have a 68.3% occupancy rate in 2026.

G. Maintenance Fee Delinquencies and Foreclosure Status.

39. As of May 1, 2026, (i) 25 Interval Owners are not current in the payment of maintenance fees, and (ii) the amount past due to the Association totaled $119,056.04.

40. The Association has ordinarily utilized outside debt collection service providers to pursue collection of delinquent maintenance fees and will continue to do so in instances beneficial to the bankruptcy estate, in the Board's business judgment.

41. WVR and the Association are parties to an Inventory Foreclosure Agreement dated January 4, 2012, which was amended by First Amendment to Inventory Foreclosure Agreement on November 8, 2014 (collectively the "IFA"). Pursuant to the IFA, the Association engaged WVR to provide assistance in foreclosure proceedings against "Delinquent Owners" (as defined in the IFA). The IFA provides for the assignment by the Association and purchase by WVR of "Delinquent Inventory" (as defined in the IFA) for the purpose of instituting foreclosure proceedings, deed in lieu of foreclosures and similar take-back proceedings. WVR pays for the costs of such foreclosures, deeds in lieu of foreclosures and similar take-back proceedings and in exchange for same, title to the Delinquent Inventory is conveyed to WVR. WVR is then obligated to pay the Association the going forward maintenance fees on the Delinquent Inventory conveyed to WVR. The Association retains all rights to collect unpaid obligations from Delinquent Owners that remain from periods prior to title transfer to WVR.

42. As of May 1, 2026, the Association is not a plaintiff in any pending foreclosure actions against Delinquent Owners. Pursuant to the IFA, the Association has tendered to WVR accounts of more than one additional Delinquent Owner for the purpose of instituting foreclosure proceedings, deed in lieu of foreclosures and similar take-back proceedings, however, WVR has not yet filed foreclosure actions as to these additional accounts. In light of the bankruptcy filing, the Association intends to defer instituting new foreclosure actions, without prejudice to the right of the Association to continue or commence collection and/or foreclosure action against Delinquent Owners and without waiver of any rights or remedies of the Association.

H. Management of the Property.

43. The Association, through its Board, is responsible for the operation, management and maintenance of the Property. Section 2g of Article III of the Bylaws specifically gives the Board the right to manage the Property, including hiring a management company.

44. The Association entered into an Amended and Restated Management Agreement with Wyndham Vacation Management, Inc.[5] ("Property Manager") on January 1, 2010, which was amended by First Amendment to Management Agreement on October 7, 2014 (collectively the "Management Agreement").

45. By the Management Agreement, the Association appointed the Property Manager to provide certain services (collectively, the "Services") as manager of the Property for a term of one (1) year, which automatically renews for successive one-year periods unless terminated upon one hundred eighty (180) days written notice by either party of its intent not to renew upon the conclusion of the then-current period.

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[5] Upon information and belief, the Property Manager is an affiliate of WVR (a member of the Association). Upon information and belief, both the Property Manager and WVR are indirect subsidiaries of Travel + Leisure Co.

46. The Services provided by the Property Manager are set forth in Paragraph 6 of the Management Agreement and include, (i) maintaining the Association's books and records, (ii) conducting business correspondence on behalf of the Association, (iii) maintaining a master list of owners of interests in the Association, (iv) maintaining the Property and repairing individual units as needed, (v) contracting with vendors and service providers, (vi) entering into any concession, lease, equipment lease, contract, or agreement for the operation of the Property use of machinery and equipment of the Association, (vii) purchasing such additional machinery and equipment as reasonably necessary for the maintenance and upkeep of the common elements and the Units, (viii) purchase or contract for services, maintenance, material as it deems advisable, (ix) providing housekeeping services to the Association, (x) hiring and compensating employees working on behalf of the Association, (xi) hiring experts including attorneys, tax consultant, accountants and such other professionals and experts on behalf of the Association, (xii) supervising and performing various financial and accounting services, including management of funds, maintaining bank accounts, coordinating all accounts payable, preparing financial statements and records, processing payroll obligations, reconciling bank statements, developing an annual budget, coordinating the preparation and filing of necessary tax returns, annual audits, and assessment billing and collections, (xiii) obtaining and maintaining all necessary insurance coverage, (xiv) reservation, inventory management and owners services, (xv) client services, (xvi) check-in and check-out services, (xvii) IT Services, (xviii) enforcing rules and regulations, (xix) attending Board meetings and member meetings, and (xx) compliance with law.

47. The Property Manager passes through to the Association the costs of these Services on a dollar-for-dollar basis, without any markup.

48. The Property Manager's only compensation is a flat rate "management fee" comprised of "ten (10%) percent of the Common Expenses assessed against the Owners" (the "Management Fee"). The Management Fee is to be paid in twelve equal installments on the first day of each month.

49. During 2024, the total amount paid under the Management Agreement for Services was $194,634.12, or approximately $16,219.51 per month. For calendar year 2025, this monthly payment has increased to approximately $16,606.29 per month. Since 2024, the Association also reimbursed the management company for additional expenses under the Management Agreement in the amount of approximately $41,282 per month.

50. The foregoing contractual arrangement is necessary for Debtor to continue operating, as it does not employ or compensate any employees directly and, therefore, would be unable to continue operations without the benefit of the Management Agreement. As such, Debtor anticipates continuing to operate under the terms of the foregoing agreements and satisfying the obligations arising thereunder in accordance with past practice.

I. Pre-Petition Resolutions.

51. In or around September of 2025, the Board received a request from WVR and CWA for a special meeting of the Association Members to discuss and vote on whether to authorize the Board to file a chapter 11 bankruptcy case for the Association to, among other things, sell the Property. Combined, those Association Members own approximately 79% of the total Unit Weeks at the Property. In response to the request, and as required by the Bylaws, the Board directed that notice of the special meeting together with a ballot and proxy form be sent to all Association Members.

52. On October 23, 2025, at a duly called and conducted special meeting of Association Members (pursuant to the Bylaws) (the "Membership Meeting"), the requisite number of

Association Members voted to authorize the Board to file a chapter 11 bankruptcy petition for the Association to, among other things and subject to Bankruptcy Court approval, market and sell the entire Property, free and clear of the interests of all Association Members, with such interests to attach to the proceeds of sale, subject to distribution pursuant to Bankruptcy Court order.

53. With 1,250 voting interests available and 1,031 or 82.6% of the voting interests represented in person or by proxy, the Board certified a quorum of at least 20% at the Membership Meeting. At that meeting, Association Members specifically voted to authorize the Board to:

(a) file a chapter 11 bankruptcy case on behalf of the Association – with 99.99% of the voting interests present at the meeting (in person or by proxy) in favor and .01% of the voting interests not in favor,

(b) engage professionals as the Board deems appropriate to facilitate the bankruptcy proceeding including, but not limited to, retention of K&L Gates LLP as a bankruptcy counsel, Hilco Real Estate LLC as real estate broker, and such other legal, accounting, financial, restructuring, brokerage, and notice professionals as appropriate – with 99.99% of the voting interests present at the meeting (in person or by proxy) approving and .01% of the voting interests disapproving,

(c) suspend operations at the Property for 2026 including (i) suspend occupancy at the resort by members, guests and others as of December 27, 2025 (or shortly thereafter as deemed necessary or proper by the Authorized Persons) without waiver of the right of the Association to re-commence occupancy upon notice to members; (ii) suspend collection of 2026 maintenance fees, without waiver of the right of the Association to later seek payment of such fees and without waiver of member obligations regarding same, upon notice to members; (iii) waive the funding of reserves in the 2026 budget pursuant to applicable provisions of Association governing documents and applicable law; (iv) refund to members 2026 maintenance fees received by the Association, if any, without waiver of the right of the Association to later seek payment of such fees, upon notice to members, and without waiver of member obligations regarding same; (v) immediately suspend reservations (including cancelling any existing reservations with occupancy dates after December 27, 2025) at the resort after December 27, 2025, without waiver of the right of the Association to later accept reservations at the resort upon notice to members; (vi) transfer the balance of reserve funds of the Association as of December 31, 2025, as needed, to pay operating expenses and costs of the Association as set forth in the attached limited operations budget for 2026 or any approved budget for the Association, pursuant to applicable provisions of the governing documents and applicable law; and/or (vii) take any and all action that they deem necessary or proper regarding the operation and/or management of the Association with 99.99% of the voting interests present at the meeting (in person or by proxy) approving and .01% of the voting interests disapproving, and

(d) take certain actions related to the bankruptcy case – with 99.99% of the voting interests present at the meeting (in person or by proxy) voting yes and .01% of the voting interests voting no.

54. The minutes of the Membership Meeting is attached at **Exhibit "B"** hereto.

55. As authorized by the required number of Association Members, the Board and Property Manager have suspended occupancy at the Property by members, guests and others.

J. Debtor's Intentions in its Bankruptcy Proceeding.

56. Among other things, the Association intends to seek, subject to Bankruptcy Court approval as may be required, certain relief including all or some of the following:

- Judgment against Association Members authorizing the sale of Debtor's undivided interest in the Property, jointly with the sale of the interests of the Association Members, pursuant to 11 U.S.C. §363(h) and/or other applicable provisions of the Bankruptcy Code. Debtor reserves the right to seek such relief by filing a lawsuit against Association Members.

- Approval of marketing, bid and sale procedures for the Property.

- Authorization to sell the Property and all Units subject to Interval Ownership free and clear of the interests of all Association Members (Debtor and non-debtor), with such interests to attach to the proceeds of sale, subject to distribution by bankruptcy court order in accord with 11 U.S.C. §363(b), (f), (h) and (j) and other applicable provisions of the Bankruptcy Code.

- Termination or amendment of the timeshare plan for the Property effective at or prior to closing of the sale of the Property.

- Authorization to assume and assign to a purchaser, or reject and terminate, all executory contracts and unexpired leases to which the Association is a party – at closing.

- Authorization to distribute net sale proceeds (after costs of administration and sale) as well as all remaining property, cash and reserves of the Association pursuant to a confirmed plan of liquidation or other Bankruptcy Court order. Distribution to Association Members may be subject to set-off of amounts owed to the Association for delinquent maintenance fees and/or special assessments.

- Resolution of all claims against the Association.

- Dissolution of the Association following sale and distribution pursuant to a confirmed plan of liquidation or other Bankruptcy Court order.

K. Assets and Liabilities of Association.

57. As of the Petition Date, Debtor carries no secured debt. Debtor funds its operations through the maintenance fees and assessments from Association Members with various interests in the Property. As set forth in Debtor's Petition and statements and schedules, which the Debtor intends to file in the coming days, the Debtor's assets primarily consist of (i) approximately

$2,639,501.88[6] in cash and cash equivalents, (ii) approximately $142,471.04 in accounts receivable, and (iii) an undetermined value of the Association Interest in the Property.

58. Debtor's liabilities generally relate to the maintenance and operation of the Property, including, but not limited to, landscaping, housekeeping, and other general maintenance fees. Debtor has been paying its liabilities in the ordinary course leading up to the Petition Date, and Debtor anticipates paying all claims in full as part of this Chapter 11 Case.

L. First Day Motions.

59. Concurrently with the filing of the Chapter 11 Case and this Declaration, Debtor filed certain First Day Motions[7] seeking orders granting various forms of relief intended to maintain the Property, and facilitate the efficient administration of the Chapter 11 Case.

60. I believe that it is critical that the Debtor obtains the relief requested in the First Day Motions. Certain of the First Day Motions request authority to pay prepetition claims against Debtor.

61. The First Day Motions include the following[8]:

i. *Debtor's Motion for Entry of an Order (I) Authorizing Debtor to Suppress Certain Personally Identifiable Information for Individual Creditors, Interval Owners, and Parties in Interest and (II) Limiting Debtor's Noticing Obligations (the "Noticing Motion")*

62. **Noticing Motion**. Pursuant to the Noticing Motion, Debtor requests authority to (a) suppress certain personally identifiable information for only those creditors and parties in

[6] Aggregate cash balance as of May 31, 2026.

[7] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the applicable First Day Motion.

[8] I have reviewed each of the First Day Motions filed in this Chapter 11 Case (including the exhibits thereto and supporting memoranda) and incorporate by reference the factual allegations and statements set forth therein. To the extent any factual allegations included in a First Day Motion are not expressly provided herein, such statement is adopted in its entirety and incorporated herein.

interest that are individual persons (rather than entities or businesses) and (b) limit Debtor's obligations with respect to noticing of pleadings.

63. I believe it is appropriate to authorize Debtor to suppress from any paper filed with the Court in this Chapter 11 Case, the residential addresses and email addresses of individuals that are creditors, Association Members, and parties in interest, because such disclosure may risk violating applicable privacy laws, exposing Debtor to potential civil liability and significant financial penalties. Pursuant to section 107(c) of the Bankruptcy Code and privacy protection regulations being enacted in key jurisdictions, it is appropriate to authorize Debtor to suppress such information to avoid disclosure and potential liability. Omni Agent Solutions, Inc., Debtor's proposed Claims Agent, shall maintain a list of the suppressed individuals for use by Debtor, the United States Trustee, and the Court, upon request.

64. Additionally, Debtor seeks establishment of certain proposed notice procedures for notifying creditors and interest holders of the commencement and administration of the Chapter 11 Case. Though Debtor has a relatively small number of creditors, it has hundreds of Association Members with an interest in the Property. In order to alleviate the enormous and costly burden of serving all of the parties in interest with each filing (some of which are voluminous), Debtor proposes to create and utilize a Master Service List to serve pleadings and other documents upon parties, including by electronic means where available. The proposed procedures will control over the applicable noticing rules contained in the Bankruptcy Rules and the Local Rules.

65. Debtor further proposes that all filings be made available to all parties in interest on a public website maintained by the Claims Agent. I believe that this relief requested is in the best interest of Debtor's estate, as it will allow for a more efficient and cost-saving case administration. Debtor will still provide notice to any Affected Party by any particular pleading in

addition to the Master Service List, and the Interval Owners have also been noticed of the Chapter 11 Case, as there was a meeting of the Association Members conducted on October 7, 2025 to discuss and vote on authorizing the filing of the Chapter 11 Case.

66. I believe that the relief sought in the Noticing Motion is prudent and in the best interest of Debtor, its estate, and the parties in interest, as each of the requested notice procedures will allow for the efficient and economical administration of the Chapter 11 Case, including by reducing administrative costs and ensuring the fair and consistent treatment of all parties' interests and rights.

ii. *Debtor's Motion for an Order (I) Authorizing Debtor to (A) Continue to Use Existing Cash Management Systems, (B) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, and (C) Honor Certain Related Prepetition and Postpetition Obligations; (II) Determining Compliance with, or Granting a Waiver of, Certain Investment and Deposit Guidelines; and (III) Granting Related Relief (the "Cash Management Motion")*

67. **Cash Management Motion**. Debtor has filed a motion seeking entry of an order: (a) granting Debtor authority to (i) continue to maintain Debtor's existing cash management system, including without limitation, to continue to maintain Debtor's existing Bank Accounts, as defined in the Cash Management Motion, and business forms and (ii) honor certain prepetition and post-petition obligations related thereto; (b) waiving investment and deposit guidelines of section 345 of the Bankruptcy Code and the *United States Trustee's Chapter 11, Subchapter V Guidelines for Debtors in Possession* (the "Guidelines")[9] issued by the Office of the United States Trustee; and (c) providing any additional relief required in order to effectuate the relief requested therein.

[9] Under the Guidelines, a debtor in possession must, among other things, close all existing bank accounts and open new accounts in the name of the debtor-in-possession, establish separate accounts for the payment of taxes and cash collateral/post-petition financing, and obtain new checks and business forms that indicate the debtor's status as a debtor-in-possession. These requirements are designed to provide a clear line of demarcation between prepetition activities and transactions and post-petition activities and transactions, in order to prevent the inadvertent payment of prepetition claims during the pendency of the case.

68. Debtor maintains a cash management system in the ordinary course of Debtor's business. The Sea Palms Cash Management System is an integrated, centralized system that utilizes six Bank Accounts, across two financial institutions (together, the "Banks"), through which Debtor manages cash receipts and disbursements.

69. These accounts serve specific functions within the Sea Palms Cash Management System, including making payments, collecting annual fees from owners, investing excess funds, and segregating cash required for certain budgeted payment obligations (*i.e.*, in the Sea Palms Reserve Account). Debtor has specific Investment Guidelines with respect to certain Bank Accounts that require investments only in certain, specific, safe investments, with the stated goal of ensuring (a) safety of principal, (b) adequacy of liquidity, and (c) maximization of yields (in order of importance).

70. The Bank Accounts consist of two accounts with Comerica Bank, N.A. (those being the lockbox accounts) and two accounts with Truist (the Truist Checking Account and Truist Sweep Account) and two accounts with Ameriprise Financial Services LLC (those being the Sea Palms Reserve Account and the Sea Palms Investment Account). The account balances in the lockbox accounts as of May 31, 2026, were $0.00 and $23,752.97, respectively, such amounts being below the $250,000 FDIC limit. The account balances in the Truist Sweep Account and the Truist Checking Account as of May 31, 2026, were $10,000 and $282,673.65, respectively. All funds in the Ameriprise Financial accounts are invested in either (a) U.S. Treasury Notes, or, (b) a fund which invests almost exclusively (at least 99.5%) in United States government-backed securities.

71. The Sea Palms Cash Management System operates in accordance with ordinary, usual, and essential business practices. Through the Property Manager, Debtor maintains detailed

accounting records that track transfers of funds to and from the Bank Accounts as a part of normal operations. The Property Manager will continue these practices during the pendency of this case in order to maintain governance, manage liquidity, and meet court reporting requirements. It is imperative that Debtor be able to continue using the existing Sea Palms Cash Management System, as it is designed to ensure (a) the safety of the cash received and (b) the adequate funding of expenses and maintenance as well as taxes. Moreover, Debtor has automated payments scheduled and in place with respect to a substantial portion of its vendor relationships through the existing Sea Palms Cash Management System, and Debtor wishes to maintain its existing accounts with the Banks in order to continue collecting overdue maintenance fees that may come in during the course of the case from delinquent owners. I believe any change to this system, therefore, would cause, at best, unnecessary delays, and, at worst, potential violations of applicable law.

72. The unique nature of Debtor's business and the regulatory regime under which it exists necessitates the continuation of the Sea Palms Cash Management System during the pendency of the Chapter 11 Case. The system is designed specifically to comply with Debtor's obligations as a timeshare association, including to control disbursements and ensure cash is generating as high of a rate of return as possible without risking principal. If Debtor were required to create and implement a new cash management system, it would be distracting to the Debtor's representatives and potentially result in the Debtor missing payments and receipts, which would have an adverse impact on Debtor and result in substantial additional costs to the estate.

73. Debtor seeks a waiver of the Guideline requirements so its business is not disrupted by the need to alter the Sea Palms Cash Management System, as it would create an unnecessary administrative burden and expense for the estate, while likely causing delays in the processing of payments and providing little benefit to the Debtor's creditors and interested parties. The Debtor's

limited operations means that there is little risk of confusion as to the Debtor's status as debtor in possession and it will be easy to track disbursements to avoid inadvertent payments.

74. Debtor requests further relief from the Guidelines to the extent they require Debtor to make all disbursements by check. Debtor must conduct certain transactions by debit, wire, or ACH payments and to deny Debtor the opportunity to do so would interfere with its performance of its contracts and unnecessarily disrupt its business.

75. I believe the relief requested in the Cash Management Motion is necessary and proper considering the nature of the Sea Palms Cash Management System. The system, as currently designed, ensures Debtor is able to control its cash inflows and outflows, imposes strict guidelines on Debtor's investments of its cash, and protects the cash that Debtor requires for its continued compliance with law.

iii. *Debtor's Application for Entry of an Order Authorizing Debtor to Employ and Retain Omni Agent Solutions, Inc. as Notice, Claims, and Solicitation Agent Effective as of the Petition Date (the "Omni Retention Application")*

76. **Omni Retention Application.** Debtor has filed an application requesting the Court approve Debtor's retention of Omni Agent Solutions, Inc. as its Claims Agent. I believe such relief is prudent in light of the thousands of parties in interests to whom notices may need to be sent. I believe that the most effective and efficient manner by which to give notice and process claims in the Chapter 11 Case is to engage Omni Agent Solutions, Inc., as an independent third party with significant experience in this role. I believe the relief requested in the Omni Retention Application is in the best interests of Debtor, its estate, and the Association Members.

iv. *Debtor's Motion for an Order Authorizing Debtor to Pay Prepetition Sales, Use, Trust Fund, Property, and Other Taxes and Similar Obligations (the "Tax Motion")*

77. **Tax Motion**. Debtor requests authority, among other things, to pay, in Debtor's sole discretion and in accordance with past practice, sales, use, trust fund, property, and other

taxes, without regard to whether such obligations accrued or arose before or after the Petition Date. I believe the relief requested in the Tax Motion is in the best interest of Debtor's estate, without which, the estate would suffer substantial and irreparable harm.

78. In the ordinary course, Debtor (a) incurs certain Taxes and Fees to various Taxing Authorities, and (b) is charged amounts for services related to calculating and estimating such Taxes and Fees. As of the Petition Date, Debtor has accrued Income and Real Property Taxes; however, it does not have any outstanding tax payments that will come due within the first 30 days after the Petition Date.

79. Debtor must continue to pay certain of these taxes and fees in order to avoid potential penalties and distractions during the Chapter 11 Case. Debtor's failure to pay the Taxes and Fees described in the Tax Motion could adversely affect Debtor's business, as taxing authorities may assert liens on Debtor's property, assert penalties or interest on past-due amounts, cancel licenses, and/or subject Debtor's directors and officers to personal liability for unpaid amounts. Moreover, Debtor's failure to pay for certain services (including the Accountant Services) related to the Taxes and Fees could result in a delay in paying certain of the Taxes. I believe the relief requested in the Tax Motion is required to avoid these potential disruptions and distractions.

v. *Debtor's Motion for Authority to (I) Continue to Administer Insurance Policies and Related Agreements; (II) Honor Certain Obligations in Respect Thereof; and (III) for Related Relief (the "Insurance Motion")*

80. **Insurance Motion**. Debtor has filed a motion requesting the authority but not direction to, among other things, maintain, renew, modify, supplement or purchase, in its sole discretion its Insurance Policies and Programs described therein as well as agreements related thereto.

81. Debtor's Insurance Policies and Programs are crucial to the preservation of the value of Debtor's business, Property, and estate. In many cases, the insurance coverage is required by law and/or the Office of the United States Trustee. The Insurance Policies and Programs are also prudent to continue, as they ensure the protection of the value of the estate in the event a calamity were to occur. By shifting the risk from Debtor and its interest holders to the Insurance Providers under the existing regime of Insurance Policies and Programs, Debtor can efficiently, and economically, protect the estate and its interests. I believe that it is essential for Debtor to maintain the Insurance Policies and Programs in accordance with the Debtor's past practice as set forth in the Insurance Motion. Debtor's continued operations, combined with its efforts to undertake an orderly sale of the Property, require that the insurance policies be maintained on an ongoing and uninterrupted basis. I believe the relief requested in the Insurance Motion is in the best interests of Debtor, its estate, and the Association Members.

vi. *Retention Applications.*

82. Debtor will file applications to employ and retain (a) K&L Gates LLP, as general bankruptcy counsel and (b) Campbell Law Firm, P.A., as local and conflicts counsel, and an application to retain and employ Hilco Real Estate, LLC, as real estate agent to Debtor. Moreover, as noted above, Debtor also seeks to retain Omni Agent Solutions, Inc. as its notice and Claims Agent.

M. Reservations and Conclusion.

83. Nothing contained in this Declaration, any First Day Motion, or any relief requested in this Declaration or the First Day Motions, is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against Debtor under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of Debtor's or any other party in interest's right to dispute any claim against, or interest in, Debtor, its property,

or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Declaration, the First Day Motions, or any relief requested therein; (f) an implication, admission, or finding as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on the property of Debtor or its estate; (g) an impairment or waiver of any claims or causes of action which may exist against any entity; or (h) a waiver of Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

84. I have consulted with Debtor's proposed counsel regarding the relief requested in the First Day Motions and understand each of the First Day Motions and the relief requested therein. To the best of my knowledge and belief, and subject to the foregoing reservations, the factual statements contained in each of the First Day Motions are true and accurate, and each such factual statement is incorporated herein by reference.

85. I believe that the relief requested in the First Day Motions is necessary, in the best interests of Debtor's estate, its creditors, the Association Members, and all other parties in interest, and will allow Debtor to operate with minimal disruption and maximize value preservation during the pendency of its bankruptcy case. Failure to grant the relief requested in any of the First Day Motions may result in irreparable harm to Debtor and its estate. Accordingly, for the reasons set forth herein and in each respective First Day Motion, I request that the Court grant the relief requested in each of the First Day Motions.

I hereby certify that, upon information and belief, the foregoing statements made by me are true and that this Declaration is executed under penalty of perjury. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 26, 2026

_/s/ Kent Lovett_______________
Kent Lovett
President of the Board of Directors

Sea Palms Council Of Co-Owners, Inc

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Sea Palms Council Of Co-Owners, Inc

EXECUTIVE SUMMARY REPORT

Analysis 1-2025

1/01/2025 - 12/31/2025

Item	Total Current Replacement Cost on 1/01/2025	Average Estimated Useful Life on 1/01/2025	Average Remaining Useful Life on 1/01/2025	Estimated Fund Balances on 1/01/2025	2025 Proposed Reserve Funding	2025 Assigned Interest Earned	2025 Projected Expenses	Estimated Fund Balances on 12/31/2025
Capital Improvements	1,598,259	17.38	6.89	863,847	87,869	6,314	598,290	359,740
Interior	3,431,266	17.54	9.34	970,894	314,149	22,592	21,483	1,286,152
Painting	66,306	7.00	0.00	66,306	0	0	66,306	0
Pavement	55,170	15.00	8.33	22,984	2,997	216	13,925	12,272
Roofing	212,658	20.00	8.20	79,213	26,210	1,885	0	107,308
Totals:	**5,363,659**			**2,003,244**	**431,225**	**31,007**	**700,004**	**1,765,472**

Rounding May Cause Small Variances When Comparing Reports

Sea Palms Council Of Co-Owners, Inc

PROJECT DEFINITION REPORT

4/30/2025

Project Information

Project:	Sea Palms Council Of Co-Owners, Inc	Project Date:	1/01/1984
Address:	1 King Cotton Road	Number of Phases:	1
City:	Edisto Beach	Number of Units:	25
State:	SC	Number of Models:	0
Zip:	29438-0000		

Property Description

The subject property is defined as the Sea Palms Council of Co-Owners, Inc. project and is located in Edisto Beach, South Carolina. The subject property includes six 1-story residential buildings containing nine 2 bedroom deluxe units and sixteen 2 bedroom plus units that each have a loft. There are a total of 25 units for the project.

The residential buildings are one-story wood frame structures on elevated wood piling foundations. Exterior walls have vinyl siding and the roofs are pitched wood truss with an asphalt shingle surface. Unit access is provided by wood stairs at the front of each unit. Site improvements include asphalt paved parking and drive areas, 3 barbecue areas, and a fountain aerator in the pond.

There are items associated with the maintenance and upkeep of the Registration Building, Administration Building, and Maintenance Building that this association is partially responsible for. This association is reportedly responsible for 10% of these shared components.

The association improvements were reportedly developed in 1984 and were observed during the site visit performed on July 29, 2021.

Sea Palms Council Of Co-Owners, Inc

ANALYSIS DEFINITION REPORT

Analysis 1-2025

Project Information

Project:	Sea Palms Council Of Co-Owners, Inc	Project Date:	1/01/1984
Address:	1 King Cotton Road	Analysis Date:	1/01/2025
City:	Edisto Beach	Number of Phases:	1
State:	SC	Number of Units:	25
Zip:	29438-0000	Number of Models:	0

Analysis Parameters

Rate of Inflation:	3%	Deferred Expenditures:	No
Rate of Return on Investment:	2%	Contingency:	0%
Beginning Funds:	2,003,242.00	Contingency Time:	None
Loan/Special Assessment:	No		

Annual Contribution Factors

		2035:	3%	2045:	3%
2026:	3%	2036:	3%	2046:	3%
2027:	3%	2037:	3%	2047:	3%
2028:	3%	2038:	3%	2048:	3%
2029:	3%	2039:	3%	2049:	3%
2030:	3%	2040:	3%	2050:	3%
2031:	3%	2041:	3%	2051:	3%
2032:	3%	2042:	3%	2052:	3%
2033:	3%	2043:	3%	2053:	3%
2034:	3%	2044:	3%	2054:	3%

Additional Analysis Information

Analysis 1-2025 indicates the recommended contributions into reserves to adequately fund future projected reserve expenditures. The analysis period utilized is 30 years. The return on reserve funds invested is currently projected at approximately 2%. The inflation rate estimated for reserve components is 3% per year. The beginning reserve balance on January 1, 2025 is projected at $2,003,242 based on information provided by property management.

The budgeted annual reserve contribution for the 2025 fiscal year is $431,220 or $338/unit week based on 1,275 unit weeks (25 units x 51 weeks). It is recommended that the 2025 reserve contribution be increased 3% per year from 2026 through 2054 to provide adequate funding throughout the analysis period. The lowest reserve balance under this scenario is $1,027,075 at the end of the 2027 fiscal year.

Please review the above financial data and entire report for accuracy.

Sea Palms Council Of Co-Owners, Inc

CASHFLOW SUMMARY PROJECTIONS

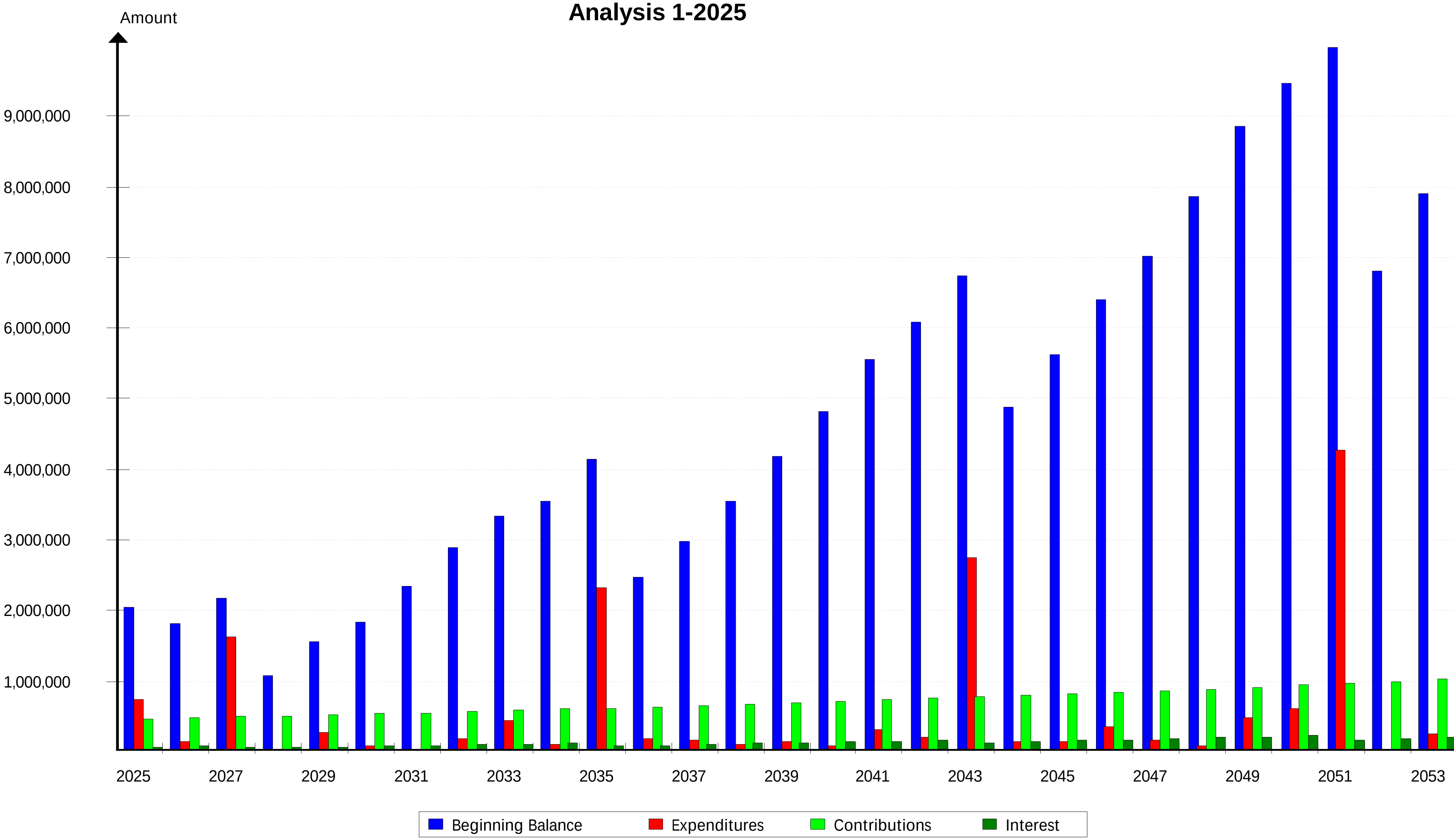
Analysis 1-2025

Year	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance	End Bal % Fund
2025	2,003,242.00	431,219.80	31,011.50	700,004.00	1,765,469.30	49.90%
2026	1,765,469.30	444,156.39	38,388.26	103,821.00	2,144,192.95	55.42%
2027	2,144,192.95	457,481.08	16,160.41	1,590,759.00	1,027,075.44	32.98%
2028	1,027,075.44	471,205.51	25,816.37	2,762.00	1,521,335.32	46.03%
2029	1,521,335.32	485,341.68	31,215.92	237,197.00	1,800,695.92	51.00%
2030	1,800,695.92	499,901.93	41,046.89	37,460.00	2,304,184.74	58.22%
2031	2,304,184.74	514,898.99	51,950.83	8,939.00	2,862,095.56	64.84%
2032	2,862,095.56	530,345.96	60,643.94	144,593.00	3,308,492.46	69.80%
2033	3,308,492.46	546,256.34	64,599.15	403,668.00	3,515,679.95	72.86%
2034	3,515,679.95	562,644.03	76,023.89	53,799.00	4,100,548.87	77.93%
2035	4,100,548.87	579,523.35	42,835.37	2,291,720.00	2,431,187.59	68.57%
2036	2,431,187.59	596,909.05	52,803.72	137,982.00	2,942,918.36	73.78%
2037	2,942,918.36	614,816.32	63,674.23	120,931.00	3,500,477.91	78.62%
2038	3,500,477.91	633,260.81	76,363.09	59,929.00	4,150,172.81	83.35%
2039	4,150,172.81	652,258.63	88,704.12	108,591.00	4,782,544.56	87.58%
2040	4,782,544.56	671,826.39	103,075.68	39,658.00	5,517,788.63	91.74%
2041	5,517,788.63	691,981.18	113,319.36	278,383.00	6,044,706.17	95.56%
2042	6,044,706.17	712,740.62	126,317.93	172,648.00	6,711,116.72	99.42%
2043	6,711,116.72	734,122.84	88,989.15	2,699,624.00	4,834,604.71	101.71%
2044	4,834,604.71	756,146.53	103,572.07	112,664.00	5,581,659.31	104.33%
2045	5,581,659.31	778,830.93	118,932.47	111,117.00	6,368,305.71	107.04%
2046	6,368,305.71	802,195.86	130,968.38	314,203.00	6,987,266.95	109.91%
2047	6,987,266.95	826,261.74	147,370.37	133,714.00	7,827,185.06	112.63%
2048	7,827,185.06	851,049.59	166,534.07	37,777.00	8,806,991.72	115.26%
2049	8,806,991.72	876,581.08	178,514.25	437,953.00	9,424,134.05	118.57%
2050	9,424,134.05	902,878.51	188,451.17	577,087.00	9,938,376.73	122.08%
2051	9,938,376.73	929,964.87	125,282.91	4,234,891.00	6,758,733.51	139.55%
2052	6,758,733.51	957,863.82	146,789.86	5,003.00	7,858,384.19	135.98%
2053	7,858,384.19	986,599.73	165,146.87	210,888.00	8,799,242.79	135.10%
2054	8,799,242.79	1,016,197.72	187,716.04	49,804.00	9,953,352.55	134.32%
Totals:		**20,515,461.28**	**2,852,218.27**	**15,417,569.00**		

Sea Palms Council Of Co-Owners, Inc

CASHFLOW PROJECTIONS GRAPH

Analysis 1-2025



PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
***Appliances-Break Rm-Maintenance Bldg.**								227		
***Bath Renovate-Registration-Admin Bath**							176			
***Break Room Refurbish-Registration Bldg.**										1,426
***Cabs/Counters-Registration Bldg.-Check In**								1,430		
***Cabs/Counters-Registration Bldg.-Concierg**								794		
***Check In Space-Temperature Control Project**					8,956					
***Deck Replace-A/C-Registration/Admin Bldg.**	546									
***Deck Replace-Rear-Registration Bldg.**					530					
***Flooring-Carpet-Admin Bldg.-Offices/Conf Rm**									555	
***Flooring-Carpet-Admin Office Area**				785						
***Flooring-Misc.-Maint Bldg. Office Areas**							906			
***Flooring-Vinyl-Admin Bldg.-Corridor**				52						
***Flooring-Vinyl-Maint Bldg. Break Room**								168		
***Furnishings-Case Goods-Check In Lobby**	169									
***Furnishings-Offices-Maintenance Bldg.**										1,003
***Furnishings-Offices-Registration Bldg.**							1,968			
***Furnishings-Offices/Conf Rm-Admin Bldg.**							999			
***Furnishings-Soft Goods-Check In Lobby**	357							439		
***HVAC-AHU-3 Tons-Admin. Bldg.-2010**		233								
***HVAC-AHU-3 Tons-Admin. Bldg.-2016**								278		
***HVAC-AHU-3 Tons-Regist. Bldg.-2010**		233								
***HVAC-AHU-3 Tons-Regist. Bldg.-2016**								278		
***HVAC-AHU-3.5 Tons-Maint Bldg Offices**						306				
***HVAC-AHU-3.5 Tons-Maint Bldg Storage**						306				
***HVAC-Cond. Unit-3 Tons-Admin. Bldg.-2016**	339								430	
***HVAC-Cond. Unit-3 Tons-Admin. Bldg.-2018**		350								443
***HVAC-Cond. Unit-3 Tons-Regist. Bldg.-2016**	339								430	
***HVAC-Cond. Unit-3 Tons-Regist. Bldg.-2018**		350								443
***HVAC-Cond. Unit-3.5 Tons-Maint Bldg Offices**	384								487	
***HVAC-Cond. Unit-3.5 Tons-Maint Bldg Storage**								473		

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
***Key Watcher-Maintenance Bldg.**										1,043
***Key Watcher-Registration Bldg.**										1,043
***Lighting-Interior-Administration Building**							286			
***Lighting-Interior-Registration Building**							903			
***Paint Exterior-Maintenance Building**	434							534		
***Paint Exterior-Registration Building**	738							908		
***Paint Interior-Admin Office Area**				837						
***Paint Interior-Administration Building**				1,088						
***Paint Interior-Maint Bldg.-Break Room**	110									
***Paint Interior-Maint Bldg.-Office Areas**							439			
***Paint Interior-Registration-Lobby**	381							469		
***Roof-Asphalt Shingle-Administration Bldg.**						1,270				
***Satellite Maintenance Shops**					615					713
***Screen/Window Reg. Building**								2,769		
***Siding-Lattice-Registration Building**						1,283				
***Siding-Vinyl-Administration Bldg.**						1,010				
***Siding-Vinyl-Maintenance Building**	2,108									
***Siding-Vinyl-Registration Bldg.**						2,345				
***Storage Containers-Maintenance**								4,704		
***Vehicle Replacement**	2,732		2,898		3,075		3,262		3,461	
***Window Replace-Administration Bldg.**	676									
***Window Replace-Registration Bldg.**						1,881				
Appliances (Dishwasher)-2 BR Dlx			4,889							
Appliances (Dishwasher)-2 BR Plus			8,691							
Asphalt Seal/Repair	13,925					16,144				
Attic Stock			14,069							
Bed Frame (King)-MBR-2 BR Dlx			1,318							
Bed Frame (King)-MBR-2 BR Plus			2,342							
Bed Frame (Queen)-GBR-2 BR Dlx			1,222							
Bed Frame (Queen)-GBR-2 BR Plus			2,173							

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Bed Frame (Twin-XL)-Loft-2 BR Plus			3,904							
Bed Package (King)-MBR-2 BR Dlx			4,421							
Bed Package (King)-MBR-2 BR Plus			7,859							
Bed Package (Queen)-GBR-2 BR Dlx			3,943							
Bed Package (Queen)-GBR-2 BR Plus			7,010							
Bed Package (Twin-XL)-2 BR Plus			12,289							
Chairs-Bar Stool-2 BR Dlx			11,932							
Chairs-Bar Stool-2 BR Plus			21,213							
Chairs-Dining-2 BR Dlx			35,797							
Chairs-Dining-2 BR Plus			63,639							
Chairs-Lounge (Uph.)-LR-2 BR Dlx			23,112							
Chairs-Lounge (Uph.)-LR-2 BR Plus			41,088							
Deck Furniture-2 BR Dlx								17,844		
Deck Furniture-2 BR Plus								31,723		
Deck Replace-Wood-Front & Rear	245,316									
Deck-Stair Replace-Wood-Entries	84,128									
Doors (Closet)-2 BR Dlx			5,868							
Doors (Closet)-2 BR Plus			10,431							
Doors (Entry)-2 BR Dlx			23,696							
Doors (Entry)-2 BR Plus			42,126							
Doors (Interior)-2 BR Dlx			15,647							
Doors (Interior)-2 BR Plus			27,817							
Fixtures-Faucet (Kitchen)-2 BR Dlx			4,262							
Fixtures-Faucet (Kitchen)-2 BR Plus			7,576							
Flooring-Carpet (Units)-2 BR Dlx			43,184							
Flooring-Carpet (Units)-2 BR Plus			94,085							
Flooring-Subfloor Repairs-2027			79,568							
Grill Area Furniture					6,720					
Grills-Charoal-BBQ Areas	11,139					12,915				
HVAC Split System-Units-Dlx			30,105							

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
HVAC Split System-Units-Dlx 2015										14,813
HVAC Split System-Units-DLX 2024										11,425
HVAC Split System-Units-Plus		102,655								
Lake Fountain Aerator Pump			19,572							
Landscape Grading	14,259									
Lighting-Entry-Ext. Recessed Fixtures	7,324									
Lighting-Entry/Decks-Ext. Wall Sconce	8,266									
Lockset-Entry Door	21,483									
Mattress/Boxspring (King)-2 BR Dlx			9,328							
Mattress/Boxspring (King)-2 BR Plus			16,584							
Mattress/Boxspring (Queen)-2 BR Dlx			7,075							
Mattress/Boxspring (Queen)-2 BR Plus			12,578							
Mattress/Boxspring (Twin-XL)-2 BR Plus			20,403							
Paint Ceiling (Units)-2 BR Dlx			28,875							
Paint Ceiling (Units)-2 BR Plus			59,796							
Paint Trim-Seal/Caulk Building Exterior	66,306							81,555		
Paint Walls/Trim (Units)-2 BR Dlx			84,214							
Paint Walls/Trim (Units)-2 BR Plus			164,270							
Piping Replacement-2027			25,462							
Roof-Asphalt Shingle					217,301					
Roof-Gutters Front									18,910	
Screen Replace-Rear Decks			17,436							21,447
Siding-Vinyl-Building Exterior									204,589	
Sofa/Sleeper (Uph.)-LR-2 BR Dlx			21,433							
Sofa/Sleeper (Uph.)-LR-2 BR Plus			38,103							
Staircase Replacement-Interior-2 BR Plus			101,342							
Table-Dining-2 BR Dlx			13,172							
Table-Dining-2 BR Plus			23,417							
Television-GBR-2 BR Dlx			8,297							
Television-GBR-2 BR Plus			14,751							

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Television-MBR-2 BR Dlx			8,297							
Television-MBR-2 BR Plus			14,751							
Television/Mounts-2 BR Plus			19,605							
Television/Mounts-LR-2 BR Dlx			11,028							
Trim Replacement Package			79,173							
Water Heaters-Units Ph 1			10,573							
Water Heaters-Units Ph 2			33,483							
Wheelchair Lifts	218,545									
Window Replace-Building Exterior									174,806	
Window Treatments-2 BR Dlx			25,044							
Window Treatments-2 BR Plus			44,523							
Totals	**700,004**	**103,821**	**1,590,759**	**2,762**	**237,197**	**37,460**	**8,939**	**144,593**	**403,668**	**53,799**

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
***Asphalt Overlay-Maintenance Bldg.**			637							
***Bath Renovate-Admin Bldg.-Employee Bath**							213			
***Deck Replace-Entry Decks**								381		
***Flooring-Carpet-Admin Office Area**								1,187		
***Flooring-Vinyl-Admin Bldg.-Corridor**								79		
***Flooring-Vinyl-Registration-Lobby**	743									
***Furnishings-Case Goods-Check In Lobby**					256					
***Furnishings-Soft Goods-Check In Lobby**					540					
***Generator-Administration Building**										2,875
***Generator-Maintenance Building**										2,875
***HVAC-AHU-3 Tons-Admin. Bldg.-2010**								374		
***HVAC-AHU-3 Tons-Regist. Bldg.-2010**								374		
***HVAC-Cond. Unit-3 Tons-Admin. Bldg.-2016**							545			
***HVAC-Cond. Unit-3 Tons-Admin. Bldg.-2018**								561		
***HVAC-Cond. Unit-3 Tons-Regist. Bldg.-2016**							545			
***HVAC-Cond. Unit-3 Tons-Regist. Bldg.-2018**								561		
***HVAC-Cond. Unit-3.5 Tons-Maint Bldg Offices**							617			
***HVAC-Cond. Unit-3.5 Tons-Maint Bldg Storage**						599				
***Lighting-Interior-Maintenance Building**								854		
***Overhead Door Replace-Maintenance Bldg.**									651	
***Paint Exterior-Maintenance Building**					657					
***Paint Exterior-Registration Building**					1,117					
***Paint Interior-Admin Office Area**								1,266		
***Paint Interior-Administration Building**								1,646		
***Paint Interior-Maint Bldg.-Break Room**					166					
***Paint Interior-Registration-Lobby**					576					
***Roof-Asphalt Shingle-Maintenance Building**			2,554							
***Roof-Asphalt Shingle-Registration Bldg.**			2,554							
***Satellite Maintenance Shops**					827					958
***Screen/Window Reg. Building**								3,722		

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
***Storage Sheds**			3,740							
***Vehicle Replacement**	3,672		3,896		4,133		4,385		4,652	
***Window Replace-Maintenance Building**								1,436		
Appliance Package (M/O)-2 BR Dlx	15,412									
Appliance Package (M/O)-2 BR Plus	27,399									
Appliance-Washer/Dryer-2 BR Dlx	20,057									
Appliance-Washer/Dryer-2 BR Plus	35,657									
Appliances (Dishwasher)-2 BR Dlx	6,194								7,847	
Appliances (Dishwasher)-2 BR Plus	11,011								13,951	
Appliances (Refrig.)-2 BR Dlx	11,638									
Appliances (Refrig.)2 BR Plus	20,689									
Art/Accessories/Décor-2 BR Dlx									26,464	
Art/Accessories/Décor-2 BR Plus									67,499	
Asphalt Overlay				59,929						
Asphalt Seal/Repair	18,717					21,700				
Attic Stock	17,825								22,584	
Bath Accessories-2 BR Dlx	5,288									
Bath Accessories-2 BR Plus	9,400									
Bed Frame (King)-MBR-2 BR Dlx	1,669								2,115	
Bed Frame (King)-MBR-2 BR Plus	2,968								3,760	
Bed Frame (Queen)-GBR-2 BR Dlx	1,548								1,962	
Bed Frame (Queen)-GBR-2 BR Plus	2,753								3,488	
Bed Frame (Twin-XL)-Loft-2 BR Plus	4,946								6,267	
Bed Package (King)-MBR-2 BR Dlx	5,601								7,096	
Bed Package (King)-MBR-2 BR Plus	9,957								12,616	
Bed Package (Queen)-GBR-2 BR Dlx	4,996								6,330	
Bed Package (Queen)-GBR-2 BR Plus	8,882								11,253	
Bed Package (Twin-XL)-2 BR Plus	15,570								19,727	
Cabinets (Kitchen)-2 BR Dlx									160,781	
Cabinets (Kitchen)-2 BR Plus									285,833	

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Ceiling Fan-Exterior-2 BR Dlx	4,908									
Ceiling Fan-Exterior-2 BR Plus	8,726									
Ceiling Fan-Interior-2 BR Dlx	4,908									
Ceiling Fan-Interior-2 BR Plus	8,726									
Chair-Side Chair-GBR-2 BR Dlx	10,471									
Chair-Side Chair-GBR-2 BR Plus	18,616									
Chair-Side Chair-MBR-2 BR Dlx	10,471									
Chair-Side Chair-MBR-2 BR Plus	18,616									
Chairs-Bar Stool-2 BR Dlx									19,154	
Chairs-Bar Stool-2 BR Plus									34,052	
Chairs-Dining-2 BR Dlx									57,462	
Chairs-Dining-2 BR Plus									102,155	
Chairs-Lounge (Uph.)-LR-2 BR Dlx	29,282								37,100	
Chairs-Lounge (Uph.)-LR-2 BR Plus	52,057								65,955	
Counters-Kitchen (Granite)-2 BR Dlx									104,003	
Counters-Kitchen (Granite)-2 BR Plus									184,895	
Credenza-LR-2 BR Dlx	10,395									
Credenza-LR-2 BR Plus	18,479									
Deck Furniture-2 BR Dlx										25,448
Deck Furniture-2 BR Plus										45,241
Doors (Screen-Rear Deck)-2 BR Dlx			3,678							
Doors (Screen-Rear Deck)-2 BR Plus			6,539							
Dresser (GBR)-2 BR Dlx	12,032									
Dresser (GBR)-2 BR Plus	21,391									
Dresser (MBR)-2 BR Dlx	10,091									
Dresser (MBR)-2 BR Plus	17,940									
Fixtures-Faucet (Bath)-2 BR Dlx	8,835									
Fixtures-Faucet (Bath)-2 BR Plus	15,707									
Fixtures-Faucet (Kitchen)-2 BR Dlx									6,841	
Fixtures-Faucet (Kitchen)-2 BR Plus									12,161	

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Fixtures-Sink (Kitchen)-2 BR Dlx	6,614									
Fixtures-Sink (Kitchen)-2 BR Plus	11,759									
Flooring-Carpet (Units)-2 BR Dlx	54,713								69,320	
Flooring-Carpet (Units)-2 BR Plus	119,203								151,027	
Flooring-Tile (Units)-2 BR Dlx	199,687									
Flooring-Tile (Units)-2 BR Plus	355,044									
Grill Area Furniture	8,025						9,584			
Grills-Charoal-BBQ Areas	14,973					17,359				
Headboard (King)-MBR-2 BR Dlx	7,136									
Headboard (King)-MBR-2 BR Plus	12,685									
Headboard (Queen)-GBR-2 BR Dlx	6,773									
Headboard (Queen)-GBR-2 BR Plus	12,040									
Headboard-Loft (Twin-XL)-2 BR Plus	16,027									
HVAC Split System Ductwork-Units								160,207		
HVAC Split System Ductwork-Units 2015							31,108			
HVAC Split System Refurbish-Units							133,320			
HVAC Split System Refurbish-Units 2015							26,664			
HVAC Split System-Units-Dlx			40,468							
HVAC Split System-Units-Dlx 2015										19,910
HVAC Split System-Units-DLX 2024										15,357
HVAC Split System-Units-Plus		137,982								
Lake Fountain Aerator Pump			26,309							
Lighting-Dining Pendant-2 BR Dlx	4,025									
Lighting-Dining Pendant-2 BR Plus	7,156									
Lighting-Kitchen Fluorescent (Unit)-2 BR Dlx									5,419	
Lighting-Kitchen Fluorescent (Unit)-2 BR Plus									9,634	
Lighting-Lamps-Table-2 BR Dlx	13,724									
Lighting-Lamps-Table-2 BR Plus	27,884									
Lighting-Rec Downlight (Unit)-2 BR Dlx									44,777	
Lighting-Rec Downlight (Unit)-2 BR Plus									79,603	

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Lighting-Sconce-2 BR Dlx	2,524									
Lighting-Sconce-2 BR Plus	4,487									
Lighting-Vanity Fixtures-2 BR Dlx									5,380	
Lighting-Vanity Fixtures-2 BR Plus									9,565	
Lockset-Entry Door	28,877									
Mattress/Boxspring (King)-2 BR Dlx	11,819								14,974	
Mattress/Boxspring (King)-2 BR Plus	21,012								26,621	
Mattress/Boxspring (Queen)-2 BR Dlx	8,964								11,357	
Mattress/Boxspring (Queen)-2 BR Plus	15,936								20,191	
Mattress/Boxspring (Twin-XL)-2 BR Plus	25,850								32,752	
Mirror-Guest Bath Vanity-2 BR Dlx	11,780									
Mirror-Guest Bath Vanity-2 BR Plus	20,943									
Mirror-Master Bath Vanity-2 BR Dlx	5,890									
Mirror-Master Bath Vanity-2 BR Plus	10,471									
Paint Ceiling (Units)-2 BR Dlx									46,351	
Paint Ceiling (Units)-2 BR Plus									95,986	
Paint Trim-Seal/Caulk Building Exterior					100,319					
Paint Walls/Trim (Units)-2 BR Dlx	106,697								135,183	
Paint Walls/Trim (Units)-2 BR Plus	208,126								263,690	
Pavers-BBQ Areas			16,343							
Screen Replace-Rear Decks							26,382			
Sign Replacement-Buildings/Units	15,210									
Sofa/Sleeper (Uph.)-LR-2 BR Dlx	27,155								34,405	
Sofa/Sleeper (Uph.)-LR-2 BR Plus	48,276								61,164	
Table-Cocktail (LR)-2 BR Dlx	5,177									
Table-Cocktail (LR)-2 BR Plus	9,203									
Table-Dining-2 BR Dlx									21,144	
Table-Dining-2 BR Plus									37,589	
Tables-End-LR-2 BR Dlx	10,475									
Tables-End-LR-2 BR Plus	18,623									

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Tables-Nightstands-GBR-2 BR Dlx	10,071									
Tables-Nightstands-GBR-2 BR Plus	17,903									
Tables-Nightstands-Loft-2 BR Plus	10,426									
Tables-Nightstands-MBR-2 BR Dlx	10,354									
Tables-Nightstands-MBR-2 BR Plus	18,407									
Telephone/PBX							45,020			
Television-GBR-2 BR Dlx	10,512								13,319	
Television-GBR-2 BR Plus	18,689								23,678	
Television-MBR-2 BR Dlx	10,512								13,319	
Television-MBR-2 BR Plus	18,689								23,678	
Television/Mounts-2 BR Plus	24,840								31,471	
Television/Mounts-LR-2 BR Dlx	13,972								17,703	
Water Heaters-Units Ph 1			14,213							
Window Treatments-2 BR Dlx	31,730								40,201	
Window Treatments-2 BR Plus	56,409								71,469	
Totals	**2,291,720**	**137,982**	**120,931**	**59,929**	**108,591**	**39,658**	**278,383**	**172,648**	**2,699,624**	**112,664**

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
***Appliances-Break Rm-Maintenance Bldg.**		343								
***Bath Renovate-Maintenance Bldg. Baths**	1,367									
***Bath Renovate-Registration-Lobby Bath**					413					
***Break Room Refurbish-Registration Bldg.**				2,157						
***Cabinets/Counters-Maint. Bldg.-Break Rm**		189								
***Deck Replace-A/C-Registration/Admin Bldg.**						1,145				
***Deck Replace-Entry-Registration/Admin Bldg.**	14,187									
***Deck Replace-Rear-Registration Bldg.**										1,109
***Flooring-Carpet-Admin Bldg.-Offices/Conf Rm**			839							
***Flooring-Misc.-Maint Bldg. Office Areas**	1,370									
***Flooring-Vinyl-Maint Bldg. Break Room**		255								
***Flooring-Vinyl-Registration-Lobby**					1,124					
***Furnishings-Case Goods-Check In Lobby**									387	
***Furnishings-Offices-Maintenance Bldg.**				1,518						
***Furnishings-Offices-Registration Bldg.**	2,978									
***Furnishings-Offices/Conf Rm-Admin Bldg.**	1,511									
***Furnishings-Soft Goods-Check In Lobby**		664							816	
***HVAC-AHU-3 Tons-Admin. Bldg.-2016**				447						
***HVAC-AHU-3 Tons-Regist. Bldg.-2016**				447						
***HVAC-AHU-3.5 Tons-Maint Bldg Offices**		491								
***HVAC-AHU-3.5 Tons-Maint Bldg Storage**		491								
***HVAC-Cond. Unit-3 Tons-Admin. Bldg.-2016**					690					
***HVAC-Cond. Unit-3 Tons-Admin. Bldg.-2018**						711				
***HVAC-Cond. Unit-3 Tons-Regist. Bldg.-2016**					690					
***HVAC-Cond. Unit-3 Tons-Regist. Bldg.-2018**						711				
***HVAC-Cond. Unit-3.5 Tons-Maint Bldg Offices**					782					
***HVAC-Cond. Unit-3.5 Tons-Maint Bldg Storage**				759						
***Key Watcher-Maintenance Bldg.**					1,626					
***Key Watcher-Registration Bldg.**					1,626					
***Paint Exterior-Maintenance Building**		808							993	

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
***Paint Exterior-Registration Building**		1,373							1,689	
***Paint Interior-Maint Bldg.-Break Room**									252	
***Paint Interior-Maint Bldg.-Office Areas**	664									
***Paint Interior-Registration-Lobby**		709							872	
***Roof-Asphalt Shingle-Administration Bldg.**						2,296				
***Satellite Maintenance Shops**					1,111					1,288
***Screen/Window Reg. Building**								5,003		
***Siding-Vinyl-Maintenance Building**						4,416				
***Storage Containers-Maintenance**			7,331							
***Vehicle Replacement**	4,936		5,237		5,556		5,894		6,254	
***Window Replace-Administration Bldg.**						1,417				
Appliance Package (M/O)-2 BR Dlx							24,739			
Appliance Package (M/O)-2 BR Plus							43,981			
Appliance-Washer/Dryer-2 BR Dlx							32,196			
Appliance-Washer/Dryer-2 BR Plus							57,238			
Appliances (Dishwasher)-2 BR Dlx							9,942			
Appliances (Dishwasher)-2 BR Plus							17,675			
Appliances (Refrig.)-2 BR Dlx							18,681			
Appliances (Refrig.)2 BR Plus							33,210			
Asphalt Seal/Repair	25,160					29,170				
Attic Stock							28,613			
Bath Accessories-2 BR Dlx							8,488			
Bath Accessories-2 BR Plus							15,089			
Bathtub (Fibergl. Tub/Shower Inset)-2 BR Dlx							61,330			
Bathtub (Fibergl. Tub/Shower Inset)-2 BR Plus							109,031			
Bathtub (Soaking)-2 BR Dlx							94,549			
Bathtub (Soaking)-2 BR Plus							168,087			
Bed Frame (King)-MBR-2 BR Dlx							2,680			
Bed Frame (King)-MBR-2 BR Plus							4,764			
Bed Frame (Queen)-GBR-2 BR Dlx							2,486			

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Bed Frame (Queen)-GBR-2 BR Plus							4,419			
Bed Frame (Twin-XL)-Loft-2 BR Plus							7,940			
Bed Package (King)-MBR-2 BR Dlx							8,991			
Bed Package (King)-MBR-2 BR Plus							15,984			
Bed Package (Queen)-GBR-2 BR Dlx							8,020			
Bed Package (Queen)-GBR-2 BR Plus							14,258			
Bed Package (Twin-XL)-2 BR Plus							24,994			
Cabinets (Bath)-2 BR Dlx							45,155			
Cabinets (Bath)-2 BR Plus							80,276			
Ceiling Fan-Exterior-2 BR Dlx							7,879			
Ceiling Fan-Exterior-2 BR Plus							14,007			
Ceiling Fan-Interior-2 BR Dlx							7,879			
Ceiling Fan-Interior-2 BR Plus							14,007			
Chair-Side Chair-GBR-2 BR Dlx							16,809			
Chair-Side Chair-GBR-2 BR Plus							29,882			
Chair-Side Chair-MBR-2 BR Dlx							16,809			
Chair-Side Chair-MBR-2 BR Plus							29,882			
Chairs-Lounge (Uph.)-LR-2 BR Dlx							47,005			
Chairs-Lounge (Uph.)-LR-2 BR Plus							83,564			
Counters-Bath (Cultured to Granite)-2 BR Plus							48,058			
Counters-Bath (Granite)-2 BR Dlx							27,033			
Credenza-LR-2 BR Dlx							16,686			
Credenza-LR-2 BR Plus							29,663			
Deck Replace-Wood-Front & Rear						513,886				
Doors (Entry)-2 BR Dlx							48,192			
Doors (Entry)-2 BR Plus							85,675			
Dresser (GBR)-2 BR Dlx							19,315			
Dresser (GBR)-2 BR Plus							34,338			
Dresser (MBR)-2 BR Dlx							16,199			
Dresser (MBR)-2 BR Plus							28,797			

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Fixtures-Faucet (Bath)-2 BR Dlx							14,183			
Fixtures-Faucet (Bath)-2 BR Plus							25,214			
Fixtures-Faucet (Tub/Shower)-2 BR Dlx							35,456			
Fixtures-Faucet (Tub/Shower)-2 BR Plus							63,033			
Fixtures-Sink (Bath)-2 BR Dlx							27,014			
Fixtures-Sink (Bath)-2 BR Plus							48,025			
Flooring-Carpet (Units)-2 BR Dlx							87,827			
Flooring-Carpet (Units)-2 BR Plus							191,348			
Grill Area Furniture			11,444						13,667	
Grills-Charoal-BBQ Areas	20,127					23,335				
Headboard (King)-MBR-2 BR Dlx							11,454			
Headboard (King)-MBR-2 BR Plus							20,363			
Headboard (Queen)-GBR-2 BR Dlx							10,872			
Headboard (Queen)-GBR-2 BR Plus							19,327			
Headboard-Loft (Twin-XL)-2 BR Plus							25,727			
HVAC Split System-Units-Dlx			54,395							
HVAC Split System-Units-Dlx 2015										26,764
HVAC Split System-Units-DLX 2024										20,643
HVAC Split System-Units-Plus		185,481								
Lake Fountain Aerator Pump			35,363							
Lighting-Dining Pendant-2 BR Dlx							6,461			
Lighting-Dining Pendant-2 BR Plus							11,487			
Lighting-Entry-Ext. Recessed Fixtures					14,895					
Lighting-Entry/Decks-Ext. Wall Sconce					16,811					
Lighting-Lamps-Table-2 BR Dlx							22,030			
Lighting-Lamps-Table-2 BR Plus							44,760			
Lighting-Sconce-2 BR Dlx							4,052			
Lighting-Sconce-2 BR Plus							7,203			
Lockset-Entry Door	38,817									
Mattress/Boxspring (King)-2 BR Dlx							18,972			

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Mattress/Boxspring (King)-2 BR Plus							33,728			
Mattress/Boxspring (Queen)-2 BR Dlx							14,389			
Mattress/Boxspring (Queen)-2 BR Plus							25,581			
Mattress/Boxspring (Twin-XL)-2 BR Plus							41,496			
Mirror-Guest Bath Vanity-2 BR Dlx							18,910			
Mirror-Guest Bath Vanity-2 BR Plus							33,618			
Mirror-Master Bath Vanity-2 BR Dlx							9,455			
Mirror-Master Bath Vanity-2 BR Plus							16,809			
Paint Trim-Seal/Caulk Building Exterior		123,399							151,790	
Paint Walls/Trim (Units)-2 BR Dlx							171,273			
Paint Walls/Trim (Units)-2 BR Plus							334,089			
Roof-Asphalt Shingle					392,629					
Roof-Gutters Front									34,168	
Screen Replace-Rear Decks				32,449						
Shower Walls-2 BR Dlx							76,517			
Shower Walls-2 BR Plus							136,031			
Sign Replacement-Buildings/Units							24,415			
Sofa/Sleeper (Uph.)-LR-2 BR Dlx							43,590			
Sofa/Sleeper (Uph.)-LR-2 BR Plus							77,494			
Staircase Replacement-Interior-2 BR Plus							206,107			
Table-Cocktail (LR)-2 BR Dlx							8,310			
Table-Cocktail (LR)-2 BR Plus							14,773			
Tables-End-LR-2 BR Dlx							16,815			
Tables-End-LR-2 BR Plus							29,893			
Tables-Nightstands-GBR-2 BR Dlx							16,166			
Tables-Nightstands-GBR-2 BR Plus							28,739			
Tables-Nightstands-Loft-2 BR Plus							16,736			
Tables-Nightstands-MBR-2 BR Dlx							16,620			
Tables-Nightstands-MBR-2 BR Plus							29,547			
Television-GBR-2 BR Dlx							16,875			

PROJECTED EXPENDITURES

Sea Palms Council Of Co-Owners, Inc - Analysis 1-2025

	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Television-GBR-2 BR Plus							30,000			
Television-MBR-2 BR Dlx							16,875			
Television-MBR-2 BR Plus							30,000			
Television/Mounts-2 BR Plus							39,873			
Television/Mounts-LR-2 BR Dlx							22,429			
Toilets-2 BR Dlx							25,213			
Toilets-2 BR Plus							44,823			
Trim Replacement Package							161,021			
Water Heaters-Units Ph 1			19,105							
Window Treatments-2 BR Dlx							50,934			
Window Treatments-2 BR Plus							90,550			
Totals	**111,117**	**314,203**	**133,714**	**37,777**	**437,953**	**577,087**	**4,234,891**	**5,003**	**210,888**	**49,804**

SEA PALMS COUNCIL OF CO-OWNERS, INC.
SPECIAL MEETING OF THE MEMBERSHIP
OCTOBER 23, 2025, AT 10:00 AM
EDISTO BEACH, SC

MEETING MINUTES

The Sea Palms Council of Co-Owners held a Special Meeting of the Membership on October 23, 2025 at 10:00 AM.

Present at this meeting were:

Board Members
Kent Lovett, President
Dr. C. Alan Legg, Vice President
Jennifer Espinoza, Secretary/Treasurer

Management Company
Tyler VonNeida, General Manager
Bryan Dixon, Vice President of Resort Operations
Rhonda Devine, Recording Secretary
Amy Bornman, Director, Association Governance
Scott Legaurder, Association Governance Specialist

Others
Dan Eliades, Esq., K&L Gates, LLP
Jeff Azuse, Executive Vice President, Hilco Real Estate
Sharon Mizell, Owner
Jacqueline Legg, Owner

Certification of Quorum/Call to Orde
With 1031 voting interests available or 82.6% of the voting interests represented in person or by Proxy, Mr. Punger certified quorum of at least 20% and called the meeting to order at 10:00 PM. Tyler VonNeida certified notice of the meeting had been posted in accordance with the Association Bylaws.

Approval of Prior Minutes
Dr. Legg motioned to approve the minutes of the Annual meeting held on November 1, 2024 as written. Mr. Lovett seconded and the motion carried unanimously.

New Business

- **K&L Gates Presentation**
  Dan Eliades with K&L Gates LLP presented on the proposed bankruptcy of the association and the sale of the resort.

- **HilCo Real Estate Presentation**
  Jeff Azuse with HilCo Real Estate provided an overview of his firm and its proposed representation of the Association in the sale of the resort.

- **Chapter 11 Filing for the Association**
  Authorizing and empowering the Board of Directors of the Association, and any officer of the Association (each such persons, an "Authorized Person" and together, the "Authorized Persons"), acting alone or with one or more other Authorized Persons, on behalf of, and in the name of, the Association to execute and verify or certify a petition under chapter 11 of the United States Bankruptcy Code and to cause the same to be filed in an applicable United States Bankruptcy Court (the
  "Bankruptcy Court") at such time as any such Authorized Person executing the same shall determine and, in such form, or forms as any such Authorized Person may approve, and in each case in such Authorized Person's sole discretion after consultation with the Association's counsel;
  Authorizing and empowering each Authorized Person to appear in such bankruptcy proceeding of the Association (the "Bankruptcy Matter") on behalf of the Association or to direct another representative to appear, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the Association with such Bankruptcy Matter and to take all actions (including, without limitation, to negotiate and execute any documents, certificates, supplemental agreements, and instruments) to act as signatory on behalf of the Association in respect of the Bankruptcy Matter and/or any persons to whom such Authorized Persons delegate certain responsibilities, be, and hereby are, authorized to execute and file on behalf of the Association all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or proper to obtain such relief; and
  Without limiting any of the foregoing, authorizing and empowering (but not requiring) each Authorized Person on behalf of the Association to file all pleadings, motions, papers, or documents, and to take any and all action that they deem necessary or proper to obtain all, any or none of the following relief in the Bankruptcy Matter (i) member consent or Bankruptcy Court order authorizing the sale of the Association's interest in the Property, jointly with the sale of the interests of all members, (ii) Bankruptcy Court approval of marketing, bid and sale procedures for the Property; (iii) Bankruptcy Court authorization to sell the Property free and clear of the interests of all members, with such interests to attach to the proceeds of sale, subject to distribution by Bankruptcy Court order; (iv) Bankruptcy Court authorization to terminate or amend the declaration and timeshare plan effective at or prior to closing of the sale of the Property; (v) Bankruptcy Court authorization to assume and assign to a purchaser or reject and terminate all executory contracts and unexpired leases to which the Association is a party; (vi) Bankruptcy Court order determining the nature, extent and validity of all claims against the Association and the treatment thereof; (vii) Bankruptcy Court authorization to distribute net sale proceeds (after costs of administration and sale) as well as all remaining property of the Association pursuant to the Bankruptcy Code and Bankruptcy Court;(viii) Bankruptcy Court authorization to dissolve the Association following sale of the Property; and (ix) such other relief as the Authorized Persons deem necessary.
  With 1026 voting Yes/For and 1 voting No/Against the measure passed.

- **Retention of Professionals**
  Authorizing and empowering each of the Authorized Persons to employ on behalf of the Association: (i) the law firm of K&L Gates LLP as bankruptcy counsel; (ii) Hilco Real Estate, LLC as real estate broker; and (iii) any other legal counsel, accountants, financial advisors, restructuring advisors, brokers, noticing agents or other professionals the Authorized Persons deem necessary, appropriate or advisable (including "conflicts counsel" to represent the Association in any Bankruptcy Matter where there exists a dispute between the Association and Club Wyndham Access Vacation Ownership Plan, Worldmark by Wyndham, Wyndham Vacation Resorts, Inc. and/or Wyndham Vacation Management, Inc.); each to represent and assist the Association in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any pleadings or responses); and in connection therewith, authorizing and empowering the Authorized Persons in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services;
  Authorizing and empowering the Authorized Persons to, on behalf of the Association, continue to employ Wyndham Vacation Management, Inc. to provide management and other services to the Association pursuant to the terms of the existing agreements between the Association and Wyndham Vacation Management, Inc., and to assist the Association in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and in the Bankruptcy Matter; and in connection therewith, authorizing and empowering the Authorized Persons in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services; and
  Authorizing and empowering Wyndham Vacation Management, Inc. to communicate and exchange information and documents with the Authorized Persons and all any other legal counsel, accountants, financial advisors, restructuring advisors, brokers, noticing agents or other professionals engaged by the Association regarding the Association, the Property, the Bankruptcy Matter and/or to assist the Association in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and in the Bankruptcy.
  With 1026 voting Yes/For and 1, voting No/Against the measure passed.

- **2026 Operations**
  Authorizing and empowering each Authorized Person, acting alone or with one or more other Authorized Persons, on behalf of, and in the name of, the Association to:
  (i) suspend occupancy at the resort by members, guests and others as of December 27, 2025 (or shortly thereafter as deemed necessary or proper by the Authorized Persons) without waiver of the right of the Association to re-commence occupancy upon notice to members;
  (ii) suspend collection of 2026 maintenance fees, without waiver of the right of the Association to later seek payment of such fees and without waiver of member obligations regarding same, upon notice to members;
  (iii) waive the funding of reserves in the 2026 budget pursuant to applicable provisions of Association governing documents and applicable law;
  (iv) refund to members 2026 maintenance fees received by the Association, if any, without waiver of the right of the Association to later seek payment of such fees, upon notice to members, and without waiver of member obligations regarding same;
  (v) immediately suspend reservations (including cancelling any existing reservations with occupancy dates after December 27, 2025) at the resort after December 27, 2025, without waiver of the right of the Association to later accept reservations at the resort upon notice to members;
  (vi) transfer the balance of the reserve funds of the Association as of 12/31/2025, as needed, to pay operating expenses and costs of the Association as set forth in the attached limited operations budget for 2026 or any approved budget for the Association, pursuant to applicable provisions of the governing documents and applicable law; and/or
  (vii) take any and all action that they deem necessary or proper regarding the operation and/or management of the Association.
  With 1026, voting Yes/For and 1, voting No/Against the measure passed.

- **Further Actions and Prior Actions**
  Authorizing and empowering the Association to take each of the actions described in these proposed resolutions or any of the actions authorized in these proposed resolutions;
  That in addition to the specific authorizations above, the Authorized Persons, either individually or as otherwise required by the Association governing documents and applicable law, be authorized and empowered to execute, acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds and other documents on behalf of the Association relating to the Bankruptcy Matter;
  Authorizing and empowering each of the Authorized Persons (and their designees and delegates), in the name of and on behalf of the Association, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's or Authorized Persons' absolute discretion, shall be necessary, appropriate, or desirable in order to fully carry out the intent and accomplish the purposes of these proposed resolutions;
  That all acts, actions, and transactions relating to the matters contemplated by these proposed resolutions done in the name of and on behalf of the Association, which acts would have been approved by these proposed resolutions except that such acts were taken before the adoption of these proposed resolutions, in all respects be approved, confirmed and ratified as the true acts and deeds of the Association with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of the Association; and
  That any Authorized Person be authorized to do all such other acts, deeds and other things as each Association itself may lawfully do, in accordance with its governing documents and applicable law, howsoever.
  With 1026 voting Yes/For and 1, voting No/Against the measure passed.

<u>**Adjournment**</u>
There being no further business to come before the meeting, Dr. Legg made a motion to adjourn. The motion carried and the meeting adjourned at 11:27 AM.

Respectfully submitted by Rhonda Devine, Recording Secretary.
Approved by the Owners on: June 15, 2026