

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )  
 )  
 SARATOGA CORPORATION, a ) MASTER DEED  
 South Carolina corporation, )  
 ) HORIZONTAL PROPERTY  
 TO ) REGIME  
 )  
 OCEAN GATE HORIZONTAL )  
 PROPERTY REGIME )

This Master Deed is made, published, and declared by SARATOGA CORPORATION (hereinafter referred to as "Grantor"), a South Carolina corporation with a principal office and place of business at Hilton Head Island, Beaufort County, South Carolina, this 24th day of July, 1981.

1. GENERAL: The purpose of this Master Deed is to establish, pursuant to the Horizontal Property Act of the State of South Carolina, a horizontal property regime to be known as Ocean Gate Horizontal Property Regime (hereinafter referred to as the "Regime"). The land and improvements to be submitted to the provisions of the Horizontal Property Act and to the terms of this Master Deed are described in their totality in Section 2 as the Condominium Property. Grantor, by filing of record this Master Deed, publishes and declares that the Condominium Property shall be owned, occupied, used, conveyed, encumbered, leased and improved in accordance with the provisions of the Horizontal Property Act of the State of South Carolina, and in accordance with the covenants, restrictions, encumbrances, and obligations set forth or incorporated by reference in this Master Deed, all of which shall be deemed to be covenants and obligations running with the land.

2. DESCRIPTION OF PROPERTY AND BUILDING: The land is described in Exhibit A of this Master Deed. Grantor has constructed upon the land described in Exhibit A buildings enclosing fifteen (15) condominium units (hereinafter referred to as "Apartments"). The site locations of the building are shown on the as-built survey of the condominium property referred to in Exhibit B of this Master Deed. The apartments are of the general design as graphically depicted in the certified architect's floor plans referred to in Exhibit D of this Master Deed and are described narratively in Exhibit E of this Master Deed. Each apartment is composed of the interior cubic space, fixtures, appliances, furnishing, walls, floors, ceiling, and building materials enclosed within the following boundaries:

2.1 The upper boundaries of the Apartment shall extend to the inner surface of the roof sheathing over the Apartment. The lower boundaries of the Apartment shall extend to the bottom of the granular fill beneath the structural slab underlying the lowest level of the Apartment.

2.2 The perimetrical boundaries of the Apartment shall extend to the rear surface of the wall sheathing to which the exterior siding of the apartment is attached and to the center-line of the frame party wall adjacent to the apartment.

2.3 The boundaries of each Apartment shall extend also to include the area enclosed or bounded by the screens,

partitions, railings, balustrades, or fences of any deck, terrace, balcony, stoop and steps, porch, courtyard, patio, or service area which is an integral and exclusive part of that particular Apartment. If any such area is not thus bounded or enclosed, the boundaries of the Apartment shall be extended to include the area defined or actually covered by any such deck, terrace, balcony, stoops and steps, porch, courtyard, patio, or service area.

2.4 Each Apartment shall also encompass and include and each Apartment Owner shall be responsible for maintenance and repair of the following: (i) the doorways, windows, vents, and other structural elements in the walls, floors, and ceiling, of the Apartment which are regarded as enclosures of space; (ii) the doors opening into the Apartment and into any mechanical area or courtyard integral to the Apartment, including the frames, casing, hinges, handles, and other fixtures which are part of the doors; (iii) the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Apartment; (iv) the metal flue and the plumbing and mechanical vents which exclusively serve the Apartment; (v) the appliances, air conditioning, carpeting, floor covering, flooring, trim, ceilings, walls, framing, floor joists, trusses, beams, insulation, structural slab and fill, and other fixtures, furnishings, and building materials which are part of the Apartment when delivered to the initial Apartment Owner; (vi) the screens, partitions, railing, balustrades, or fences bounding or enclosing any deck, terrace, balcony, courtyard, or service area that is integral and exclusive to the Apartment, and the treated wood pipes, wires, conduits, ducts, and other plumbing, mechanical and electrical appurtenances which are integral and exclusive to the Apartment, including lamps attached to the exterior of the Apartment, and including water pipes serving the Apartment extending to the meter, sewer pipes serving the Apartment extending five (5) feet from the Apartment, and the underground drainage system beneath the Apartment.

3. DESCRIPTION OF GENERAL COMMON ELEMENTS: In addition to those defined in the Act, the following shall be general common elements:

(a) The property excluding the limited common elements and the Apartments, and including, but not limited to the land on which the Apartments are constructed, the foundations, roofs, perimeter walls, load-bearing interior walls and partitions, slabs, pipes, wires, conduits, air ducts, and public utility lines.

(b) Parking facilities designated on the as-built survey referred to in Exhibit B.

(c) All roads, walkways, paths, trees, shrubs, yards, (except such as are designated as limited common elements) gardens, swimming pools, tennis courts, etc.

(d) All installations outside of the Apartments for services such as power, light, telephone and water.

(e) All sewer and drainage pipes, excluding those which are property of the utility district or company.

(f) All other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.

4. DESCRIPTION OF LIMITED COMMON ELEMENTS: The limited common elements appurtenant to each apartment are as follows:

(a) The surface areas and railings of all decks accessible by normal means solely from the apartment;

(b) All material, including, but not limited to studs, sheetrock and plywood, attached to or on the inside surface of perimeter walls, floors and ceilings of the apartment

(c) All doors, windows, screens, ventilation fans and vents located in the perimeter walls, floors or ceilings thereof;

(d) All air-handling units, condensers, ducts and components and all water, power, telephone, television and cable television, electricity, plumbing, gas and sewage lines located in the apartment, provided, however, that the portion of said lines located in a common compartment for, or installation of such lines shall be general common elements as described above.

(e) The rear and front yard and service areas adjacent to each Apartment and the fences screening the service area and front yards are limited common elements and are each restricted to the use of the Apartment adjacent to such limited common elements, respectively.

5. DESCRIPTION OF APARTMENTS: An apartment (as defined in the Act) is generally described as follows:

(a) The overall dimensions of each individual Apartment are shown on Exhibits C-1 through C-15 of this Master Deed.

(b) The certified architect's floor plans are referred to in Exhibit D to this Master Deed.

(c) A narrative description of the Apartment is attached as Exhibit E of this Master Deed.

(d) The location of the Apartments and the unit number assigned to each Apartment are shown on the as-built survey referred to in Exhibit B to this Master Deed.

6. COUNCIL OF CO-OWNERS; LIEN FOR UNPAID ASSESSMENTS: Every Apartment Owner shall be a member of the Council of Co-Owners of Ocean Gate Horizontal Property Regime (hereinafter "Council"), which initially shall be an unincorporated association. The Council shall be managed by a Board of Administrators (hereinafter "Board") elected by and from the Apartment Owners. The affairs of the Council and the administration of the Condominium Property shall be governed by the provisions of this Master Deed and by By-Laws of the Council, a copy of which is attached hereto as Exhibit "G". The By-Laws of the

Council may be amended from time to time, but only in the manner expressly provided in the By-Laws. All agreements, decisions, and resolutions legally made by the Council in accordance with the provisions of this Master Deed and the By-Laws shall be binding upon the Apartment Owners. On all matters relating to the Council or to the Condominium Property upon which a vote of the Apartment Owners is taken, the Apartment Owners shall vote in proportion to their respective interest in Common Elements as set forth in Exhibit F of this Master Deed. Any motion shall carry if it received the affirmative vote of a simple majority of Apartment Owners, unless a different majority is specified in this Master Deed or in the By-Laws. A simple majority of the Apartment Owners shall consist of fifty-one per cent (51%) of the total interest in Common Elements. If a lien for unpaid assessments is enforced by the Council, either by suit for damages or foreclosure, the Council shall be entitled to collect all costs of that action, including attorney's fees. Nothing in this Master Deed shall preclude the Council from incorporating under the laws of the State of South Carolina if a requisite majority of the Council duly resolves to incorporate.

7. APARTMENTS: OWNERSHIP AND USE. Each Apartment, together with its undivided interest in Common Elements, shall constitute a separate parcel of real property; and each Apartment Owner shall be entitled to exclusive ownership and possession of his/her Apartment, subject to: (i) the provisions of this Master Deed and the easements, restrictions, covenants, and encumbrances set forth herein; (ii) the By-Laws of the Council, as they may be amended from time to time, together with the regulations and resolutions that may be adopted by the Association or its Board pursuant to the By-Laws; and (iv) the Horizontal Property Act of the State of South Carolina. Each Apartment may be sufficiently described for purposes of deeds, mortgages, leases, and other conveyances by referring to its designated unit number and by reciting that it is part of Ocean Gate Horizontal Property Regime as established by this Master Deed. The conveyance of an individual Apartment shall be deemed to convey the undivided interest in Common Elements appurtenant to a Apartment and shall be inseparable from the Apartment, and no such undivided interest may be conveyed or encumbered except as an appurtenance to the Apartment. Every Apartment Owner shall be responsible at his own expense for maintaining, repairing, and decorating all walls, ceilings, floors, and other elements of his Apartment as defined in this Master Deed. However, no Apartment Owner shall make structural modifications or alterations to his Apartment, nor shall any Apartment Owner alter any door, window, vent, flue, terrace, deck, balcony, or courtyard without obtaining prior written approval of the Board as further described in Section 15 of this Master Deed. No Apartment Owner shall undertake to modify any portion of the Common Elements.

8. PERCENTAGE OF OWNERSHIP: The value of each apartment, the value of all apartments, and the percentage of ownership for purposes of ownership of the general common elements and liability for common expenses, assessments and voting are shown in Exhibit F of this Master Deed.

9. FORECLOSURE: Where the mortgagee of any mortgage of record or other purchaser of an apartment obtains title at the foreclosure sale of such a mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the co-owners chargeable to such apartment accruing after the date of recording such mortgage but prior to the acquisition

of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, including such acquirer, his successors and assigns.

10. INSURANCE: The Council shall insure the Property against flood, fire, liability, windstorm and all other risks normally insured against in connection with the Property hereby submitted to a Horizontal Property Regime, and shall insure said property annually at its maximum insurable value.

11. ASSESSMENTS FOR INSURANCE PREMIUMS: The periodic contribution of Co-Owners toward the expenses of administration, maintenance and repair of the general common elements shall include an amount equal to the current premium for blanket fire and extended coverage insurance in the face amount of the sum of the valuation placed on each apartment for the purposes of the South Carolina Valued Policy Statute and the premium for all other insurance secured by the Council divided by the number of periodic assessments remaining in the initial calendar year of operation and thereafter by the number of periodic assessments each year. This amount shall be set aside and accumulated for the specific purpose, and no other, of paying the premium on such insurance as it becomes due. In any year in which there is an excess of assessments received over amounts actually used or payable for the purposes described in this Master Deed or By-Laws, such excess shall, unless otherwise determined by the Board, be deposited in a capital reserve account for use in replacement, repair or maintenance of the general common elements.

12. DISBURSEMENTS OF CASUALTY INSURANCE PROCEEDS: In the event it should be proper under the Act to repair or reconstruct the damaged portion of the general common elements, the proceeds of insurance, together with funds sufficient to defray all expenses of repair or reconstruction above the insurance proceeds, shall be placed in a separate bank account and disbursed by the Treasurer of the Council only upon receipt of AIA requests and certifications for payment signed by the architect supervising said repair or reconstruction and general contractor in the case of hard construction costs, or invoices approved for payment by the President and Secretary of the Council in the case of nonconstruction invoices, and, if no supervisory architect is employed, by the President, Secretary and general contractor in the case of hard construction costs. Should it not be proper to proceed with repair or reconstruction of the general common elements, the insurance proceeds shall be disbursed to the Co-Owners on a pro-rata basis according to their percentage of ownership. Provided, however, the insurance benefits shall be applied in accordance with the provisions of the South Carolina Horizontal Property Act.

13. EASEMENTS WITHIN REGIME: Each apartment and all general and limited common elements are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage or other lines or other common elements, whether or not the cause of any or all of those activities originates in the apartment in which the work must be performed.

Each apartment owner shall have an easement in common with the other owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities

located in any of the other apartments serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other apartments and located in such apartment.

The Board may hereafter grant easements or licenses for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits, and wires over, under, along and on any portion of the apartments and/or general and limited common elements, and each apartment owner grants to the Board, or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each apartment owner such instruments as may be necessary to effectuate the foregoing.

In the event any portion of the general common elements encroaches upon any apartment, a valid easement for the encroachment and maintenance of same is hereby created.

14. MAINTENANCE AND INSURANCE OF LIMITED COMMON ELEMENTS:

Without limiting the insurance coverage carried by the Regime on limited common elements, the owner of an apartment shall be responsible for the maintenance, repair and replacement, with comparable material of equal quality, of all limited common elements appurtenant to his apartment. The owner of an apartment may insure those limited common elements for his own interest. All parts of a condominium apartment shall be kept in good condition and repair by and at the expense of the owner. The apartment shall be maintained by the owner in a clean and safe condition, free of nuisance. Each apartment owner shall promptly comply with any requirements of the insurance underwriters for the common areas and facilities when so requested by the Board or its designated agent. If any owner fails to repair, maintain, or replace any limited common element appurtenant to his apartment as may be required pursuant to the condominium documents, upon a determination by the Board or its designated agent, that such failure will endanger or impair the value of the common areas and facilities or any apartment belonging to another member or its common elements, said limited common elements may be repaired or replaced by the Council at the expense of the apartment owner, to be collected by special assessments as herein provided. Such assessments may include all costs, including attorney's fees, the Council incurred in the abatement of any nuisance maintained by the apartment owner therein.

15. STRUCTURAL ALTERATIONS: Upon two-thirds vote of the Co-Owners, after submission to the Board of detailed plans and specifications and a fixed price contract for the proposed work at a duly called meeting of the Council, the Board may be authorized to make, or have structural alterations made, in the general common elements and/or limited common elements; provided, however, that any structural alteration of all or part of the limited common elements shall be uniform. No Co-Owner may make any alteration in the general common elements or structural alteration of his apartment and/or the limited common elements appurtenant thereto without first having the plans and specifications therefor approved by the Board and depositing with said Board an amount of money sufficient, in the sole discretion of the Board, to defray all costs of modifying this Master Deed and recording said modification, including attorney's fees.

Notwithstanding any of the above provisions, no alteration or improvement of any of the common elements shall hinder or encroach upon the lawful rights of any Co-Owners or violate any provision of the South Carolina Horizontal Property Act.

16. TRANSFER OF UNITS:

A. Right of First Refusal. In the event that any Co-Owner shall desire to sell or transfer his apartment, the apartment shall first be offered for sale to the Board at the same net price and on the same terms at which the highest bona fide offer has been made for the apartment. The Co-Owner shall, by certified or registered mail, return receipt requested, give the Board written notice of his desire to sell, the name and address of the person, firm or corporation making the highest bona fide offer, and the amount and terms of such offer. Within sixty (60) days after receipt of such notice, the Board may, at its option, after notice to the Co-Owner, purchase the apartment on behalf of all Co-Owners for the same price and on the same terms. Should the Board fail or refuse, within sixty (60) days after receipt of the written notice, to exercise its option, the apartment may then be sold for terms not less beneficial and at a price not less than that for which it is offered to the Board for a period of one hundred twenty (120) days to the person making said offer. The failure of the Co-Owner to sell within one hundred twenty (120) days shall require the owner to repeat the procedure if he wishes to sell his apartment. Any sale of any apartment by the owner to the person, firm or corporation making such offer shall be subject to all of the terms, covenants, limitations and provisions of this Master Deed and all related documents.

B. Transfer Voidable. Any sale, voluntary transfer, conveyance or lease for a period exceeding one (1) year which is not authorized by the terms of this Master Deed or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voidable by the Board, at its election, by notice to the grantee within sixty (60) days of the date on which the Board learns of the transfer.

C. Inter-Family Transfer. An owner may, without prior approval of the Board, give, devise, lease, sell or bequeath his interest in any apartment to his spouse, his parents or any lineal descendants, including adopted children; or to a corporation or partnership (not created primarily for the purpose of avoiding Paragraph 16-A hereof) of which all classes of stock or partnership interests are more than eighty (80%) percent owned by such apartment owner, his spouse and his lineal descendants, without the prior written consent of the Board.

D. Rights of Subsequent Purchasers. Subsequent purchasers of apartments shall be entitled to receive, upon written request therefor, a certification from the Board that all prior conveyances of the apartment have been approved by the Board, or, in the alternative, that there have been no prior conveyances of the apartment.

E. Exemption. None of the above provisions restricting transfer of apartments or requiring approval thereof shall apply to any sale held pursuant to or in lieu of foreclosure proceedings.

17. MANAGEMENT AGENT:

A. Interim Management Agent and Assessments. From the date of the first conveyance of title by the grantor to an owner until

the date of the first Council meeting, the grantor or its designee may serve as the Interim Management Agent without responsibility for coordinating all normal management services of the Council. During such period, the Interim Management Agent or its designee may receive from each owner his monthly pro rata share of the total projected operating expenses. During such period, the grantor shall be responsible for all actual operating expenses above funds collected from the owners.

B. Regular Management Agent and Assessments. Upon selection by the Board of a Regular Management Agent and the adoption of the annual regime budget by the Board, any excess of interim assessments shall be deposited by grantor to the account of the Council. The Interim Management Agent shall provide to the Regular Management Agent an accounting of operating revenues and expenses. After adoption of the annual budget, the grantor shall be subject to all assessments for any apartments still owned by it.

C. Time of Payment. Payments shall be due on the first day of each month, or at such other date as determined by the Board. Payments not received when due shall bear interest at the maximum legal rate.

18. REGIME WORKING CAPITAL: At the time title is conveyed to an owner by the grantor, such owner shall contribute to the working capital reserve established by the Interim Management Agent an amount equal to one-third of one percent (.333%) of the base purchase price of the apartment set forth in the Contract of Sale for his apartment. Such funds shall be used solely for initial operating and capital expenses of the Property, such as prepaid insurance, supplies and the common space furnishings and equipment. At the time of selection of the Regular Management Agent, the Interim Management Agent shall pay to the account of the Council all unused funds and shall provide an accounting of all revenues and expenditures.

19. REGULATORY DOCUMENTS: The Regime shall be administered in accordance with the Master Deed, By-Laws of the Council and such other regulations as may from time to time be promulgated by the Council and/or Board.

20. RIGHT OF ACCESS: The Council shall have the irrevocable right, to be exercised by its duly authorized officer or agent, to have access to each apartment and any common elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, and at any time for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

21. AGREEMENTS BINDING UPON THE PROPERTY: All agreements and determinations lawfully made by the Council in accordance with the voting percentages established in this Master Deed shall be deemed to be binding on all owner of apartments, their successors and assigns.

22. UNITS SUBJECT TO MASTER DEED AND RELATED DOCUMENTS: All present and future owners, tenants and occupants of apartments and their guests and invitees, shall be subject to, and shall comply with, the provisions of the Master Deed and related documents as amended from time to time. The acceptance of a deed of conveyance or the



entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the Master Deed and related documents are accepted and ratified by such owner, tenant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time any interest or estate in such apartment as though such provisions were made a part of each and every deed of conveyance or lease. Failure to comply with the provisions of those documents shall entitle the Council or any owner to seek legal and/or equitable relief.

23. AMENDMENT OF MASTER DEED: Except as to provisions required by the Act, this Master Deed may be amended by a vote of sixty-six and two-thirds (66 2/3%) percent of the Co-Owners cast at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the Office of the Clerk of Court for Beaufort County South Carolina. In no event may the Master Deed be amended so as to deprive the grantor of any rights granted herein. Grantor reserves the right to make corrective changes in this Master Deed by recording an appropriate document.

24. ACTUAL LOCATION CONTROLS: In interpreting any and all provisions of this instrument, the exhibits attached hereto, and subsequent deeds and mortgages to individual apartments, the actual location of the apartment shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on exhibits attached hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist.

25. USE OF COMMON ELEMENTS: Each Co-Owner, tenant or occupant of an apartment may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants or occupants.

26. INVALIDITY: The invalidity of any provision of this Master Deed shall not impair or affect the validity and enforceability of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included.

27. WAIVER: No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

28. LAW CONTROLLING: This Master Deed and the By-Laws attached hereto shall be construed under and controlled by the laws of the State of South Carolina.

29. PERCENTAGE OWNERSHIP OF SWIMMING POOL PARCEL: The Grantor has conveyed by this instrument a 100% interest in the swimming pool parcel shown on the as-built survey referred to in Exhibit B.

30. WARRANTIES: Grantor acknowledges that all contractual warranties in its favor set forth in the Building's construction contract, for material and equipment in the apartment, shall accrue to

the benefit of the owner of such apartment, along with all warranties, if any, provided by the manufacturer or supplier of appliances, air-conditioning, heating and utility systems in the apartment. THE ACCEPTANCE OF CONVEYANCE OF TITLE OR OCCUPANCY OF THE APARTMENT SHALL CONSTITUTE AN ACKNOWLEDGMENT BY THE APARTMENT OWNER THAT GRANTOR MAKES NO OTHER IMPLIED OR EXPRESS WARRANTIES RELATING TO THE APARTMENT OR THE COMMON AREAS OR FACILITIES, EXCEPT FOR SUCH WARRANTIES AS ARE SET FORTH IN THE GENERAL WARRANTY DEED TO THE APARTMENT.

IN WITNESS WHEREOF, SARATOGA CORPORATION, a South Carolina corporation, has caused this instrument to be executed this 24<sup>th</sup> day of July, 1981.

SARATOGA CORPORATION, A South Carolina Corporation

Ann E. Hejl  
Barbara Anderson

By: Joseph E. Politi  
Joseph E. Politi, President

Attest: J. Ray Westmoreland  
J. Ray Westmoreland, Secretary

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BEAUFORT         )                 PROBATE

PERSONALLY appeared before me Ann E. Hejl and made oath that she saw the within named SARATOGA CORPORATION by Joseph E. Politi, its President, and by J. Ray Westmoreland, its Secretary, sign, seal, and as its act and deed, deliver the within written Master Deed for the uses and purposes therein mentioned, and that she with Barbara Anderson witnessed the execution thereof.

Ann E. Hejl

SWORN to before me this  
24th day of July, 1981.

Barbara Anderson  
Notary Public for South Carolina  
My Commission Expires: January 5, 1991

EXHIBIT A

OCEAN GATE HORIZONTAL PROPERTY REGIME

PROPERTY DESCRIPTION

All that piece, parcel and lot of land, together with any improvements thereon, lying, being and situate on Hilton Head Island, County of Beaufort, South Carolina, containing 2.819 acres, more or less, and being more particularly shown on a certain as-built survey dated July 3, 1981, prepared by Sea Island Engineering, Inc. and entitled "Ocean Gate Villas" and recorded in the Office of the Clerk of Court for Beaufort County, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_; said property being more particularly described as follows:

Commencing at a nail in the intersection of the Northerly right of way of South Forest Beach Drive and the Easterly right of way of Cordillo Parkway run North 25 degrees, 46 minutes, 25 seconds East for a distance of 44.98 feet to a pin; thence turn and run North 38 degrees, 59 minutes, 05 seconds East for a distance of 335.45 feet to a concrete monument; thence turn and run South 48 degrees, 10 minutes, 02 seconds East for a distance of 38.04 feet to a concrete monument; thence turn and run South 27 degrees, 43 minutes, 17 seconds East for a distance of 548.12 feet to a concrete monument; thence turn and run along a curve having a radius of 646.20 feet, a cord bearing of North 73 degrees, 40 minutes, 02 seconds West, and a cord length of 354.45 feet, for a distance of 359.05 feet to a concrete monument; thence turn and run North 57 degrees, 44 minutes, 55 seconds West for a distance of 205.46 feet to an iron pin which is the point of beginning.

This property is subject to all obligations, restrictions, limitations, covenants, etc. contained in the Declaration of the Hilton Head Company recorded in Deed Book 78 at Page 306 in the Office of the Clerk of Court for Beaufort County, South Carolina, and all recorded amendments or additions thereto; and is further subject to that certain conveyance of rights of The Hilton Head Company recorded in Deed Book 272 at Page 1273.

This being the same property conveyed to the Grantor by deed of Albert H. Politi, dated February 24, 1981, and recorded in Deed Book 318 at Page 713 in the Office of the Clerk of Court for Beaufort County, South Carolina.

The within Master Deed was prepared in the Law Offices of J. Ray Westmoreland, Post Office Box 6152, Hilton Head Island, South Carolina 29938.

EXHIBIT B

OCEAN GATE HORIZONTAL PROPERTY REGIME

See as-built survey on record in the Office of the Clerk of Court for Beaufort County in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

The undersigned, Sea Island Engineering, Inc., authorized and licensed in the State of South Carolina, hereby certifies that the as-built survey of OCEAN GATE VILLAS, identified above; fully and accurately, within reasonable surveying tolerances, depicts the layout of the buildings, and apartments shown therein, common elements, and limited common elements . . .

SEA ISLAND ENGINEERING, INC.

Barbara Anderson

By: B. J. Wilson

Kathleen C. Trout

Attest: D. F. Billet

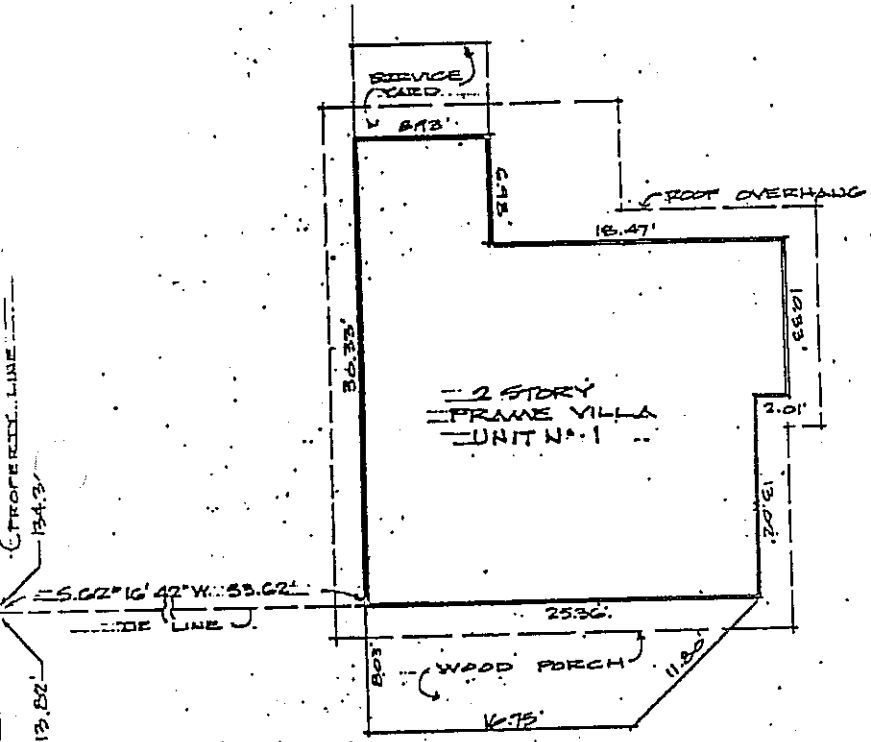
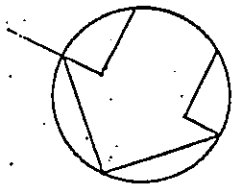
STATE OF SOUTH CAROLINA )  
  )                   PROBATE  
COUNTY OF BEAUFORT         )

PERSONALLY appeared before me KATHLEEN C. TROUT and made oath that she saw the within named Sea Island Engineering, Inc. by BENJAMIN WILSON and D. F. BILLET sign, seal, and as its act and deed, deliver the within Exhibit B to Master Deed for the uses and purposes therein mentioned, and that she with BARBARA ANDERSON witnessed the execution thereof.

Kathleen C. Trout

SWORN to before me this 28<sup>th</sup> day of July, 1981.

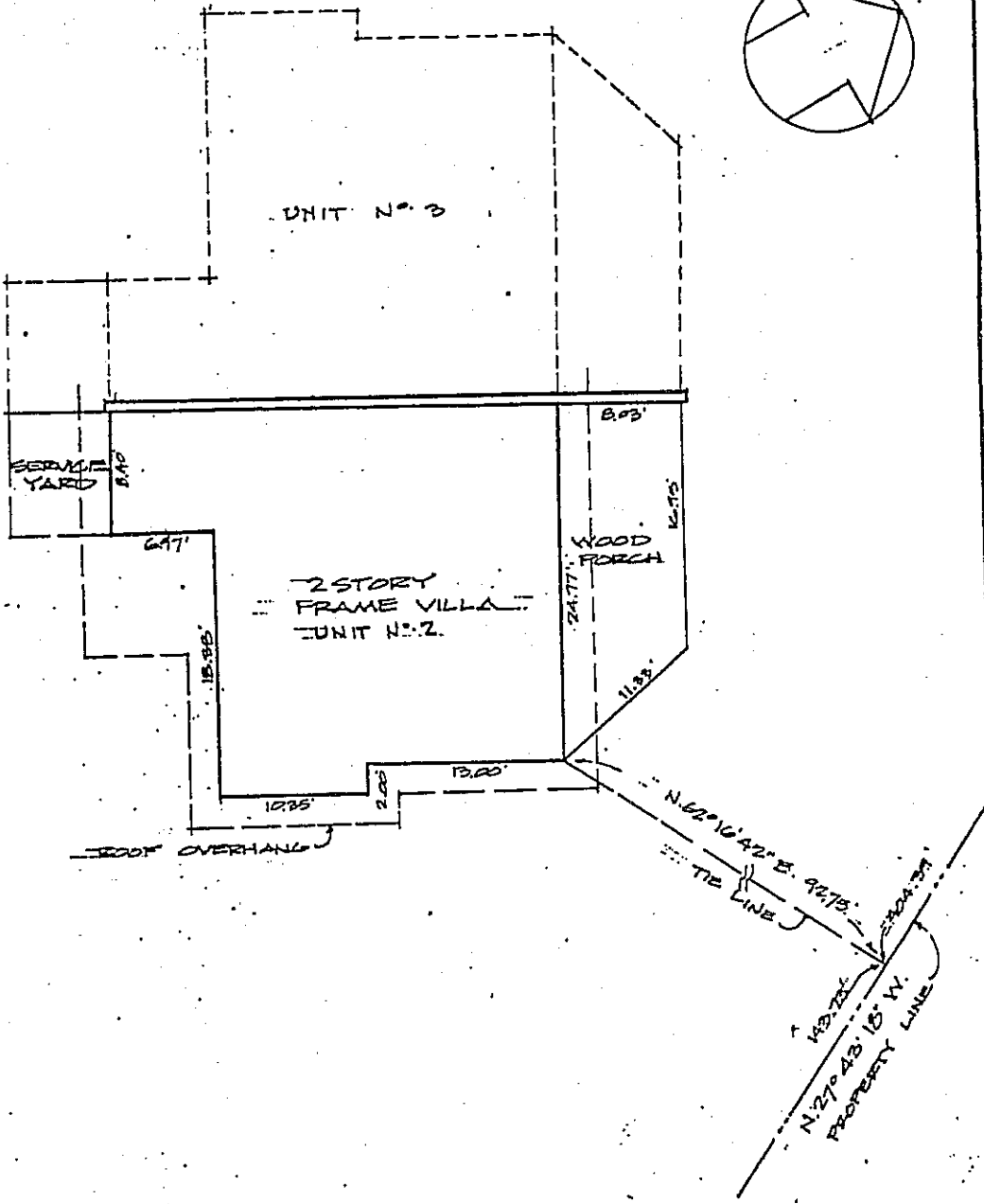
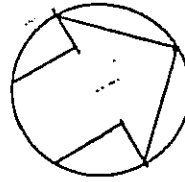
Barbara Anderson  
Notary Public for South Carolina  
My Commission Expires: 1-5-1991



NOTE:  
 FOR OVERALL SITE PLAN SEE THE  
 AS-BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN NO. 5424  
 DATED 7-3-81.

BENJAMIN WILSON, R.L.S. 5424  
 REGISTERED LAND SURVEYOR  
 No. 5424  
 SOUTH CAROLINA

UNIT No. 1  
 OCEAN GATE VILLAS  
 SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 3, 1981 SCALE: 1" = 10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.



NOTE - FOR OVERALL SITE PLAN SEE THE PRE-BUILT SURVEY OF OCEAN GATE VILLAS, PREPARED BY SEA ISLAND ENGINEERING, INC. PLAN No. 1-7 DATE 7-3-81

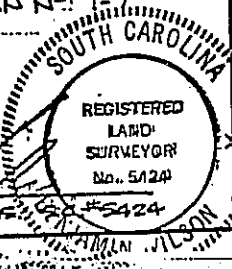
UNIT No. 2  
OCEAN GATE VILLAS

SARATOGA CORPORATION

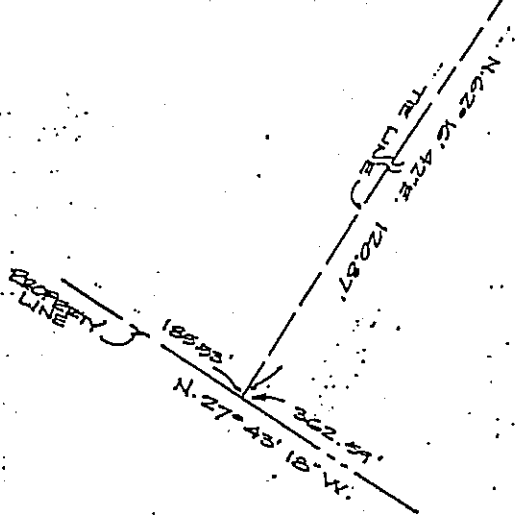
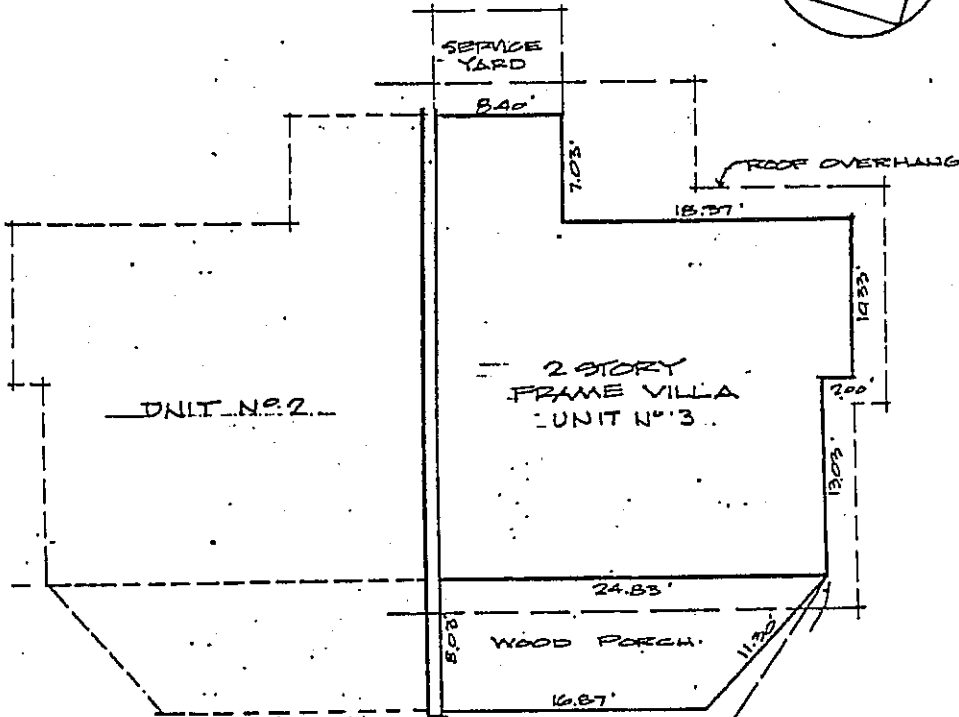
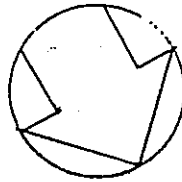
HILTON HEAD ISLAND  
BEAUFORT COUNTY, S.C.

JULY 3, 1981 SCALE = 1" = 10'

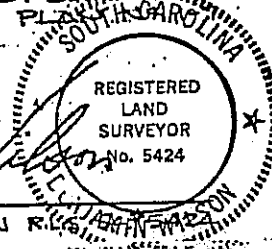
SEA ISLAND ENGINEERING, INC.  
HILTON HEAD ISLAND, S.C.



BENJAMIN WILSON R.L.S. #5424

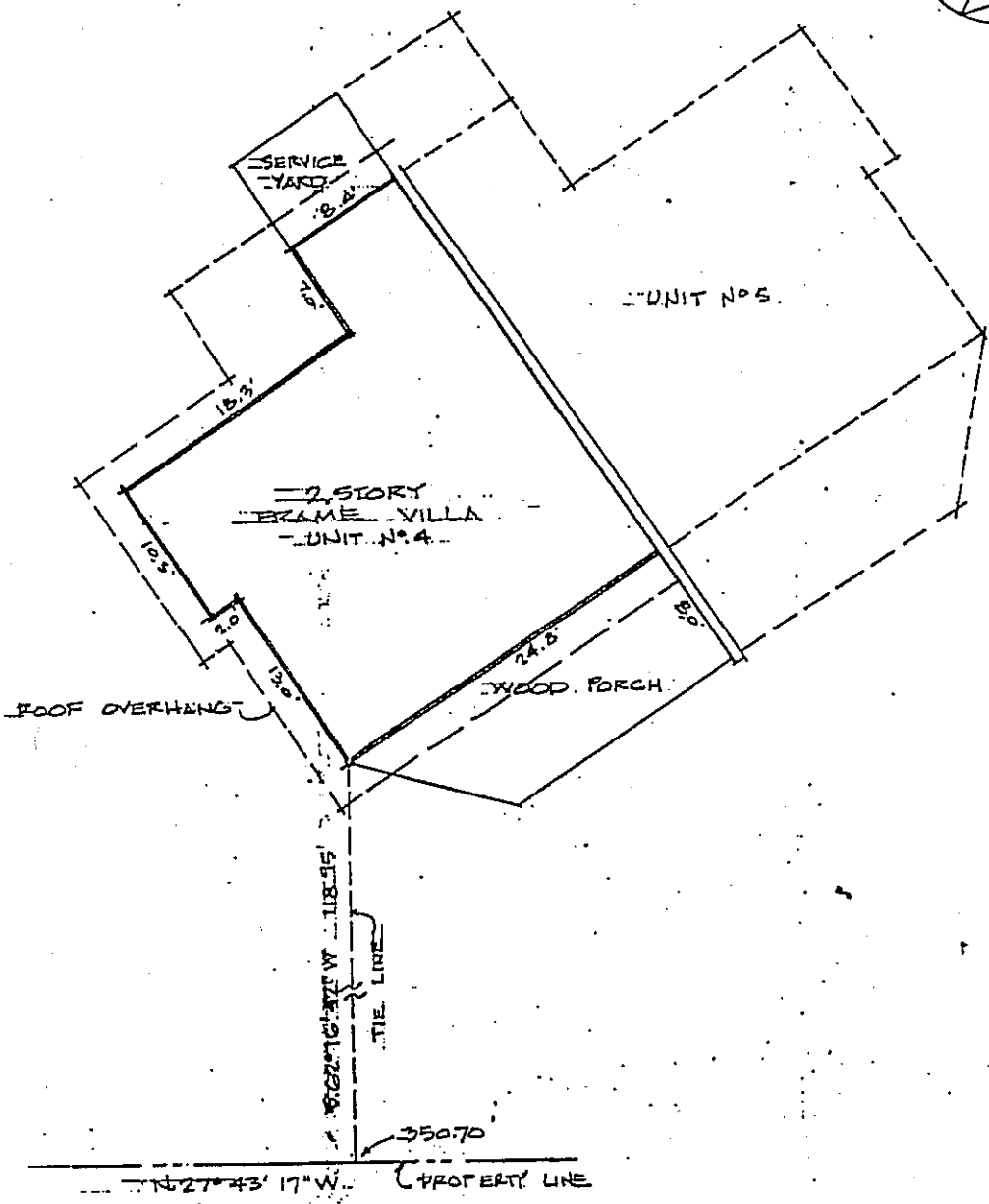
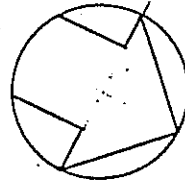


NOTE: FOR OVERALL SITE PLAN SEE THE AS-BUILT SURVEY OF OCEAN GATE VILLAS, PREPARED BY SEA ISLAND ENGINEERING, INC. PLANNING DEPARTMENT, 7-3-81.



BENJAMIN WILSON R.L.S.

UNIT N° 3  
 OCEAN GATE VILLAS  
 SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 3, 1981 SCALE = 1" = 10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.

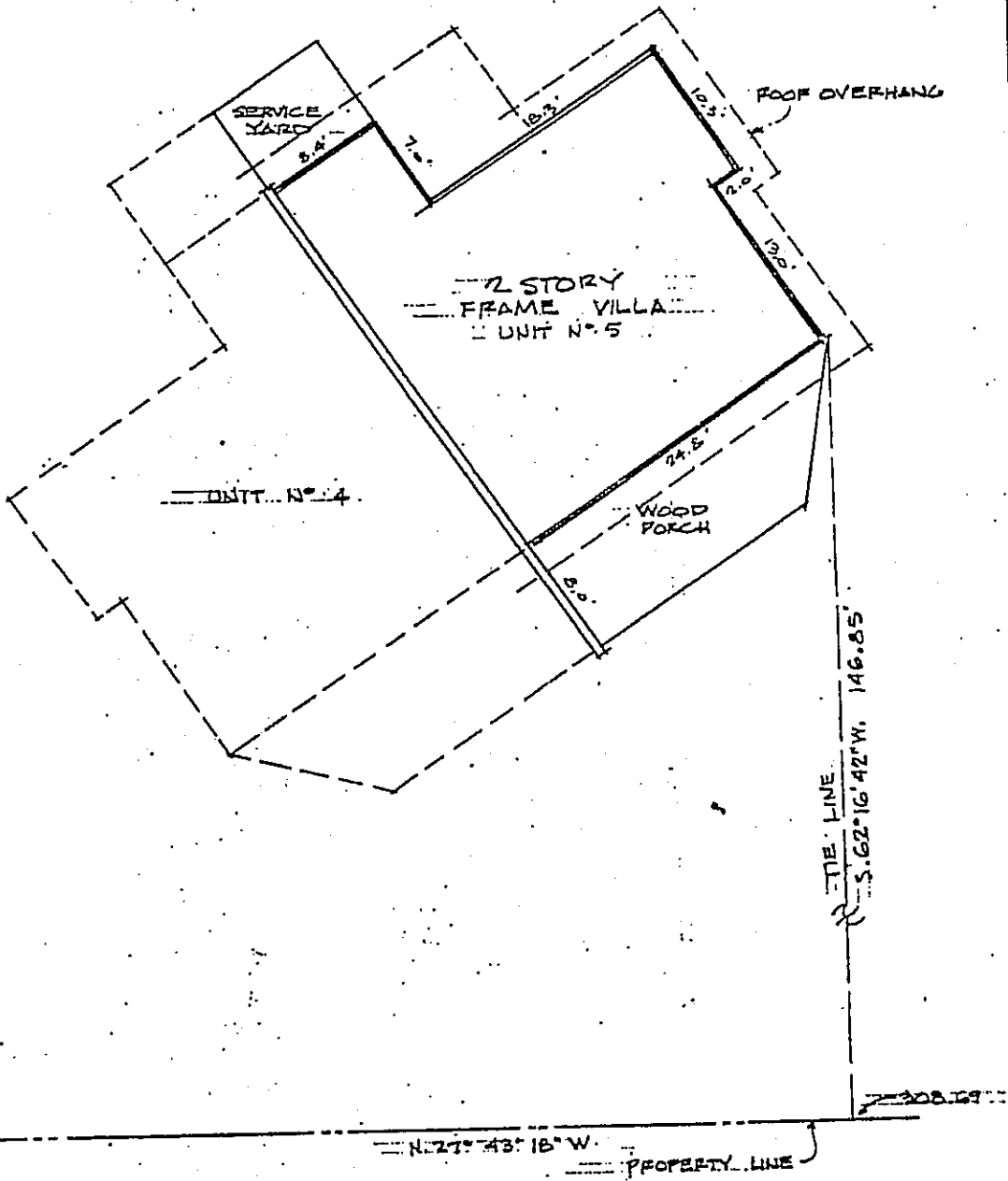
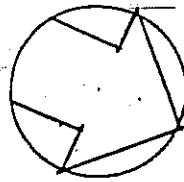


NOTE:  
 FOR OVERALL SITE PLAN SEE THE  
 AS-BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN # 111  
 DATE 7-3-81



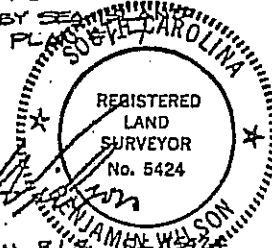
UNIT N<sup>o</sup>. 4  
 OCEAN GATE VILLAS  
 SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, SC.  
 JULY 27, 1981 SCALE: 1"=10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, SC.





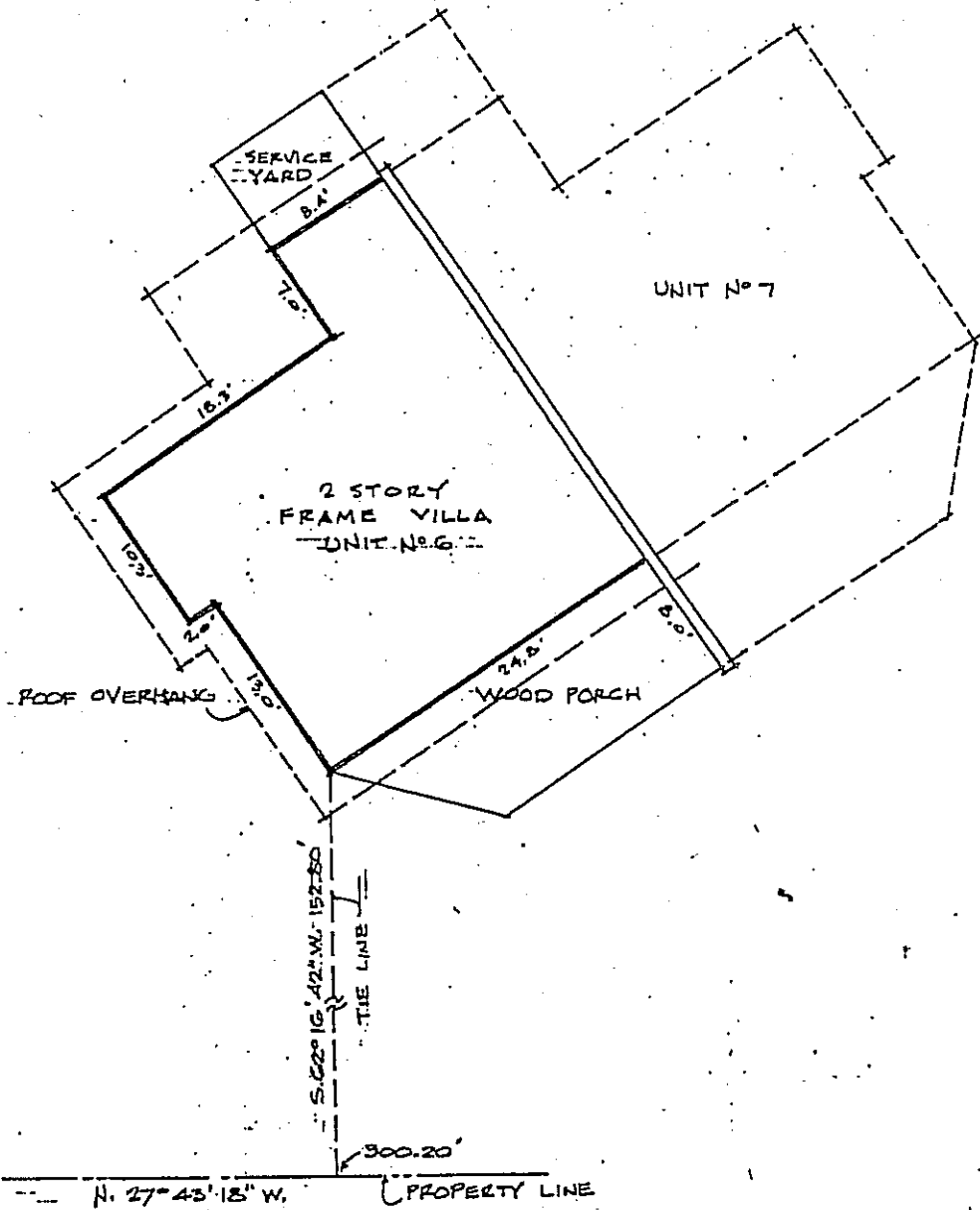
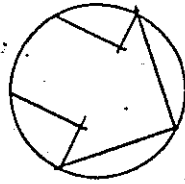
NOTE:  
 FOR OVERALL SITE PLAN SEE THE  
 AS-BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLANS  
 DATED 7-3-81.

*Benjamin Wilson*  
 BENJAMIN WILSON R.L.S.

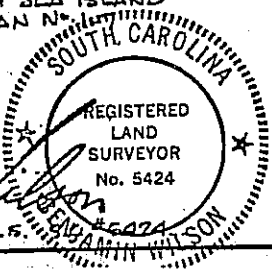


UNIT No. 5  
 OCEAN GATE VILLAS

SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, SC.  
 JULY 27, 1981 SCALE: 1" = 10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, SC.

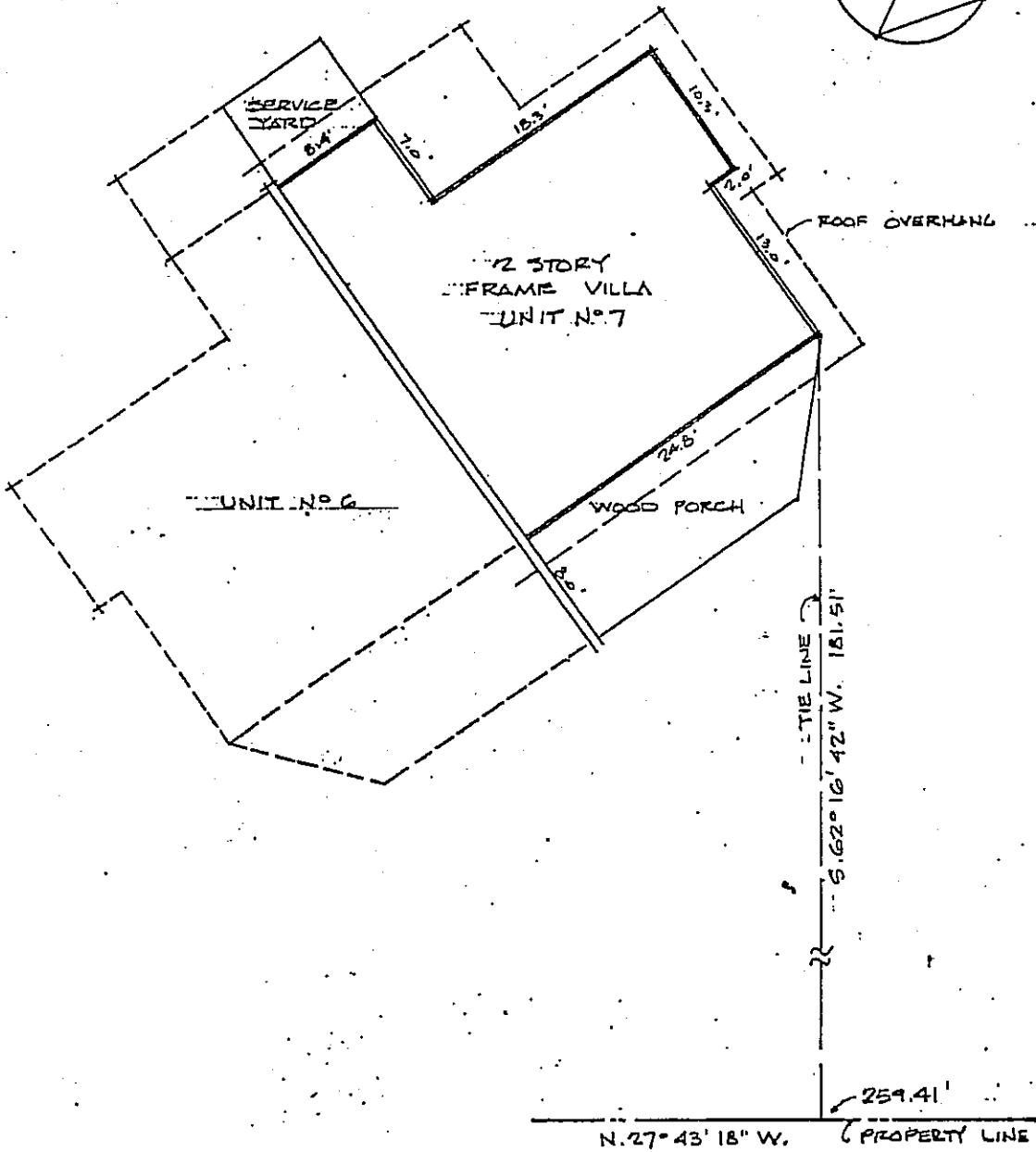
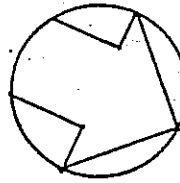


NOTE:  
FOR OVERALL SITE PLAN SEE THE  
AS BUILT SURVEY OF OCEAN GATE  
VILLAS, PREPARED BY SEA ISLAND  
ENGINEERING, INC. PLAN N° 10  
DATE 7-3-81.



BENJAMIN WILSON, R.L.S.

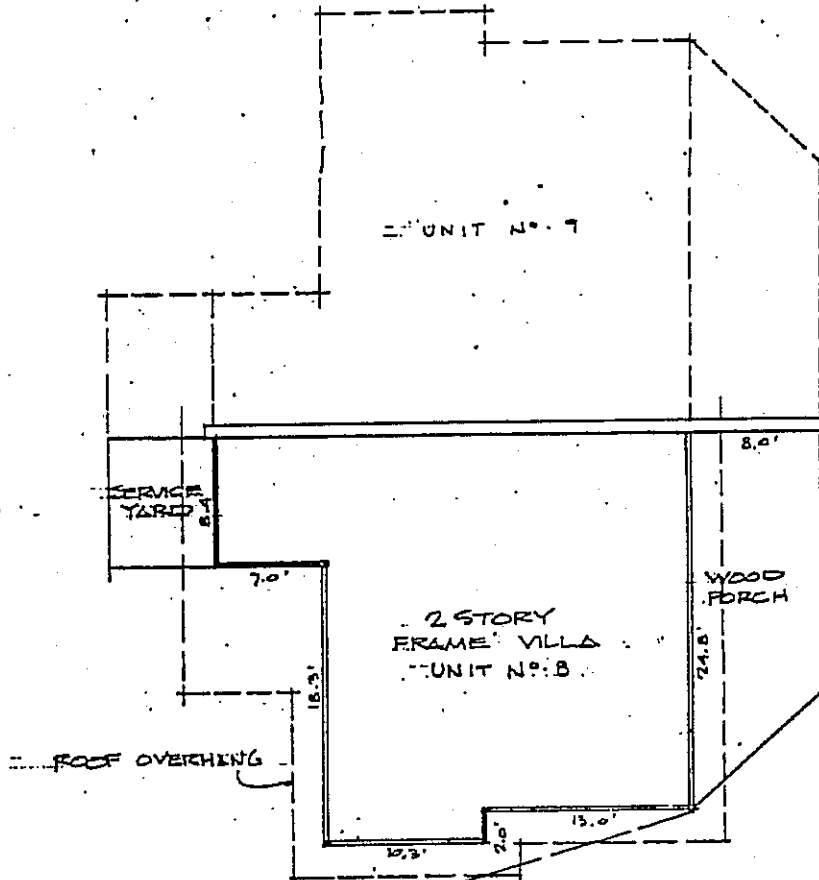
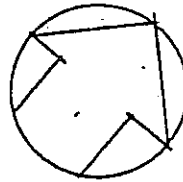
UNIT N° 6  
OCEAN GATE VILLAS  
SARATOGA CORPORATION  
HILTON HEAD ISLAND  
BEAUFORT COUNTY, S.C.  
JULY 27, 1981 SCALE: 1"=10'  
SEA ISLAND ENGINEERING, INC.  
HILTON HEAD ISLAND, S.C.



NOTE.  
 FOR OVERALL SITE PLAN SEE THE  
 AS-BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN #  
 DATED 7-3-81

*Benjamin Wilson*  
 BENJAMIN WILSON, F.L.S.  
 REGISTERED LAND SURVEYOR  
 No. 5424  
 SOUTH CAROLINA

UNIT NO. 7  
 OCEAN GATE VILLAS  
 SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 27, 1981 SCALE: 1"=10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.



SOUTH FOREST BEACH DR. PROPERTY

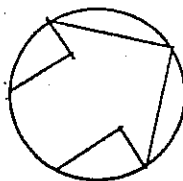
TIE LINE  
 N. 32° 15' 05" E. 83.84'  
 N. 157° 44' 55" W. 13.00'  
 C.M.

NOTE  
 FOR OVERALL SITE PLAN SEE THE  
 AS BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN # 1-  
 ED 7-3-81.

UNIT No. 8  
 OCEAN GATE VILLAS

SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 27, 1981 SCALE = 1" = 10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.

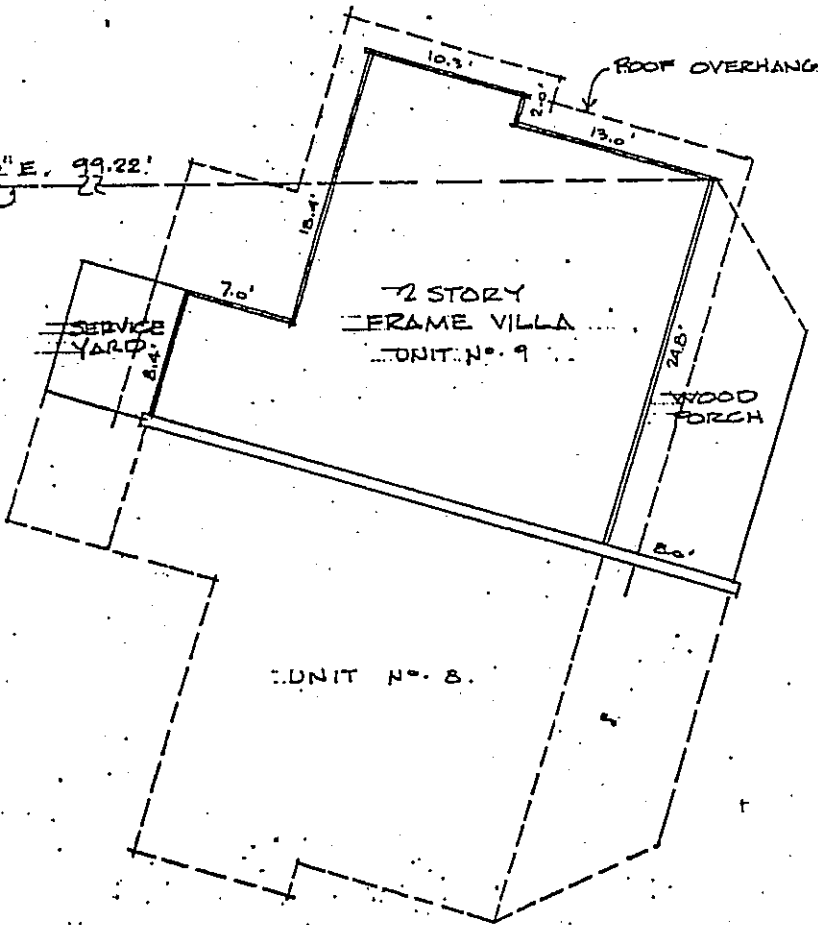
*Benjamin Wilson*  
 BENJAMIN WILSON R.L.S. #5424  
 SOUTH CAROLINA  
 REGISTERED  
 LAND  
 SURVEYOR  
 No. 5424



SOUTH FOREST BEACH DR  
PROPERTY LINE  
N: 57° 44' 55" W.  
60.31'

N. 32° 15' 05" E. 99.22'

TIE LINE



UNIT N° 8.

2 STORY  
FRAME VILLA  
UNIT N° 9

ROOF OVERHANG

SERVICE  
YARD

WOOD  
PORCH

UNIT N° 9  
OCEAN GATE VILLAS

SARATOGA CORPORATION

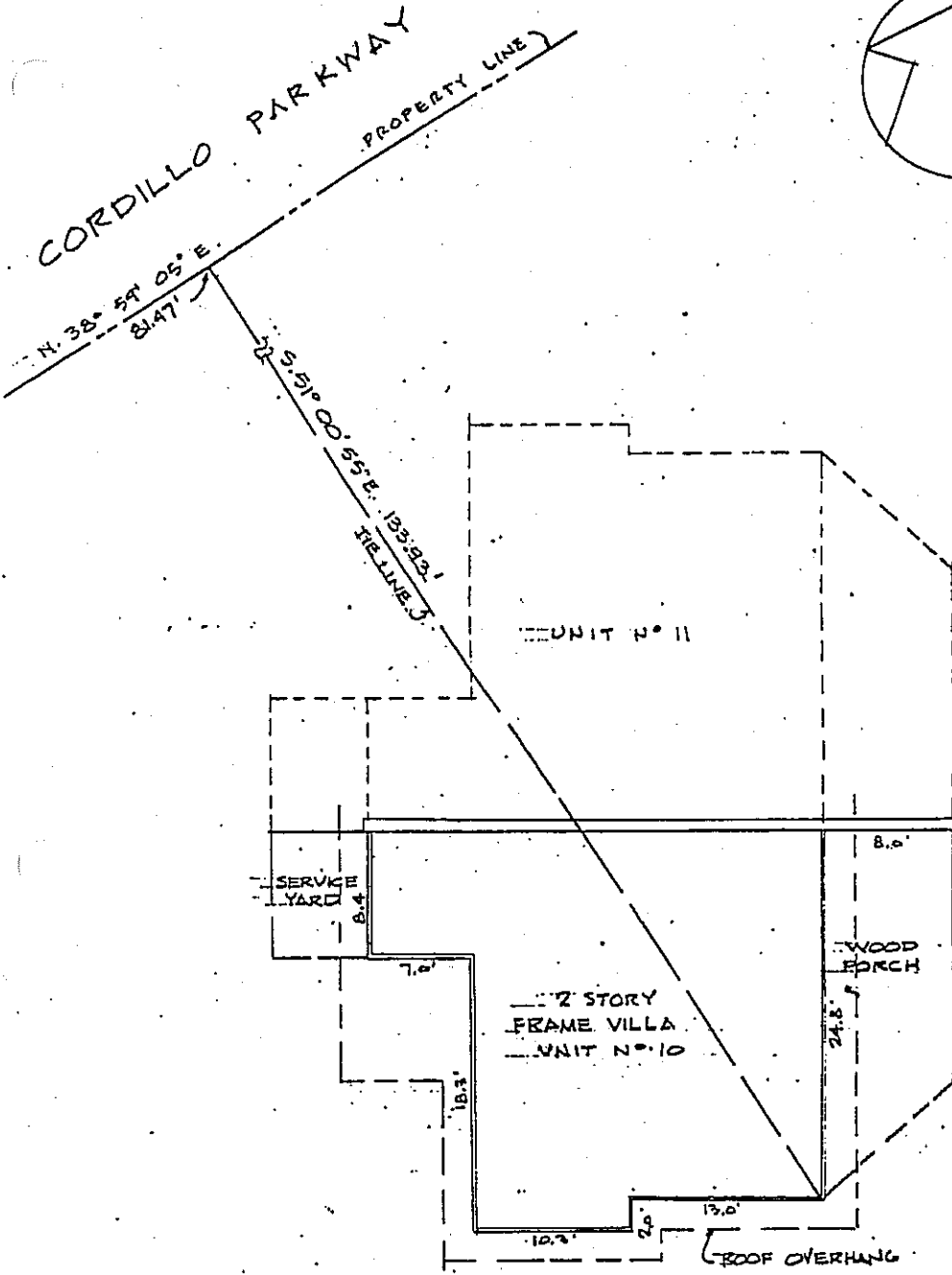
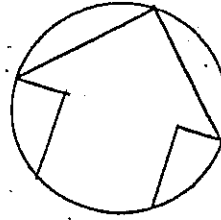
HILTON HEAD ISLAND  
BEAUFORT COUNTY, S.C.

JULY 27, 1981 SCALE: 1"=10'

SEA ISLAND ENGINEERING, INC.  
HILTON HEAD ISLAND, S.C.

NOTE:  
FOR OVERALL SITE PLAN SEE THE  
AS-BUILT SURVEY OF OCEAN GATE  
VILLAS, PREPARED BY SEA ISLAND  
ENGINEERING, INC. PLAN NUMBER  
7-3-81.

*Benjamin Wilson*  
REGISTERED  
LAND  
SURVEYOR  
No. 5424  
SOUTH CAROLINA  
BENJAMIN WILSON R.L.S. 5424



NOTE:  
 FOR OVERALL SITE PLAN SEE THE  
 AS BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN N° 1-7  
 DATED 7-3-81.

**UNIT N° 10**  
**OCEAN GATE VILLAS**

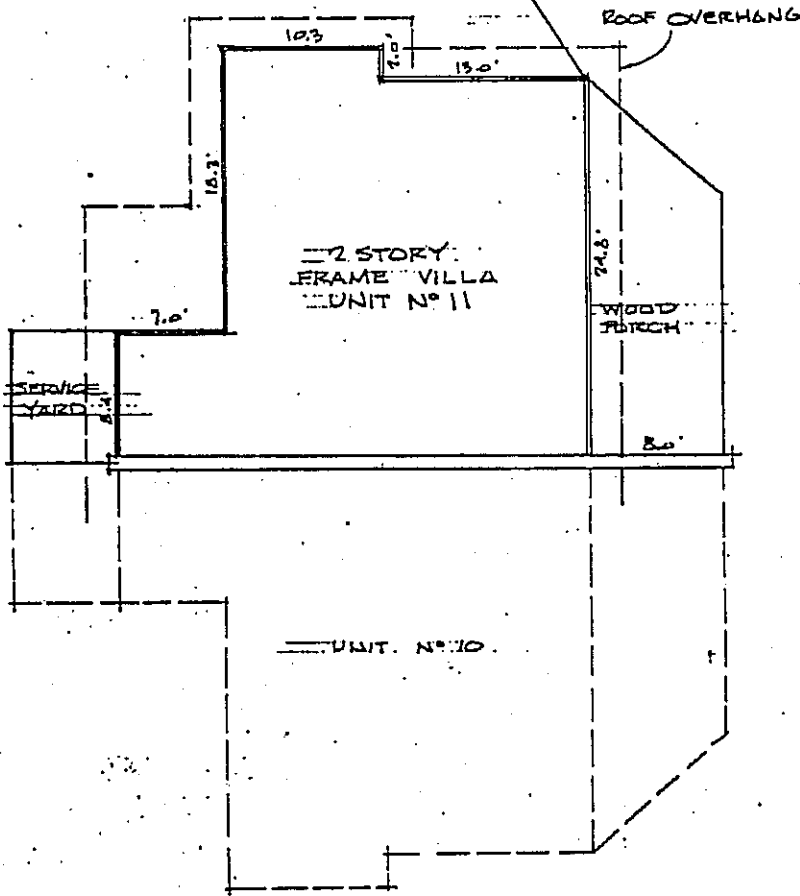
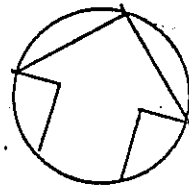
**SARATOGA CORPORATION**

HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 27, 1981 SCALE: 1"=10'

SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.

*Benjamin Wilson*  
 BENJAMIN WILSON RLS  
 SOUTH CAROLINA  
 REGISTERED  
 LAND  
 SURVEYOR  
 No. 5424

ZORDILLO PARKWAY  
PROPERTY LINE  
N. 38° 59' 05" E. 107.93'  
S. 51° 00' 55" E. 91.89'



NOTE:  
FOR OVERALL SITE PLAN, SEE THE  
AS BUILT SURVEY OF OCEAN GATE  
VILLAS, PREPARED BY SEA ISLAND  
ENGINEERING, INC. PLAN NO.  
DAT 7.3.81.

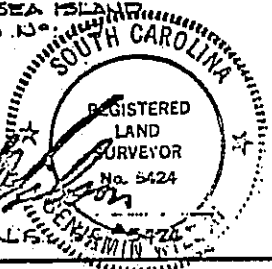
UNIT No. 11  
OCEAN GATE VILLAS

SARATOGA CORPORATION

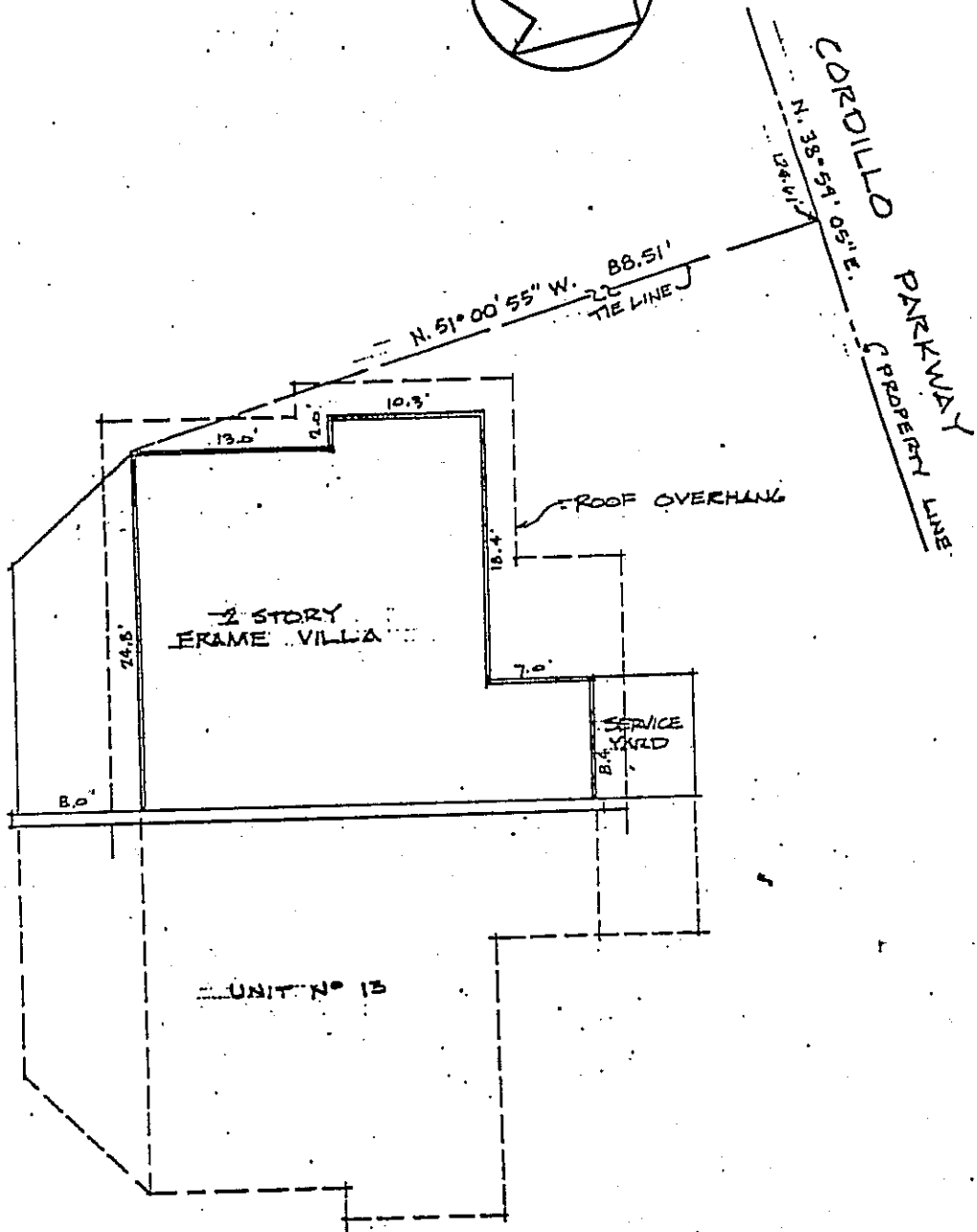
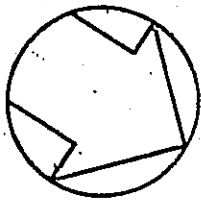
HILTON HEAD ISLAND  
BEAUFORT COUNTY, S.C.  
JULY 27, 1981

SCALE: 1" = 10'

SEA ISLAND ENGINEERING, INC.  
HILTON HEAD ISLAND, S.C.



BENJAMIN WILSON, R.L.S.



NOTE:  
 FOR OVERALL SITE PLAN SEE THE  
 AS BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN NUMBER  
 7-3-81.

UNIT N° 12  
 OCEAN GATE VILLAS

SARATOGA CORPORATION

HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.

JULY 27, 1981

SCALE 1" = 10'

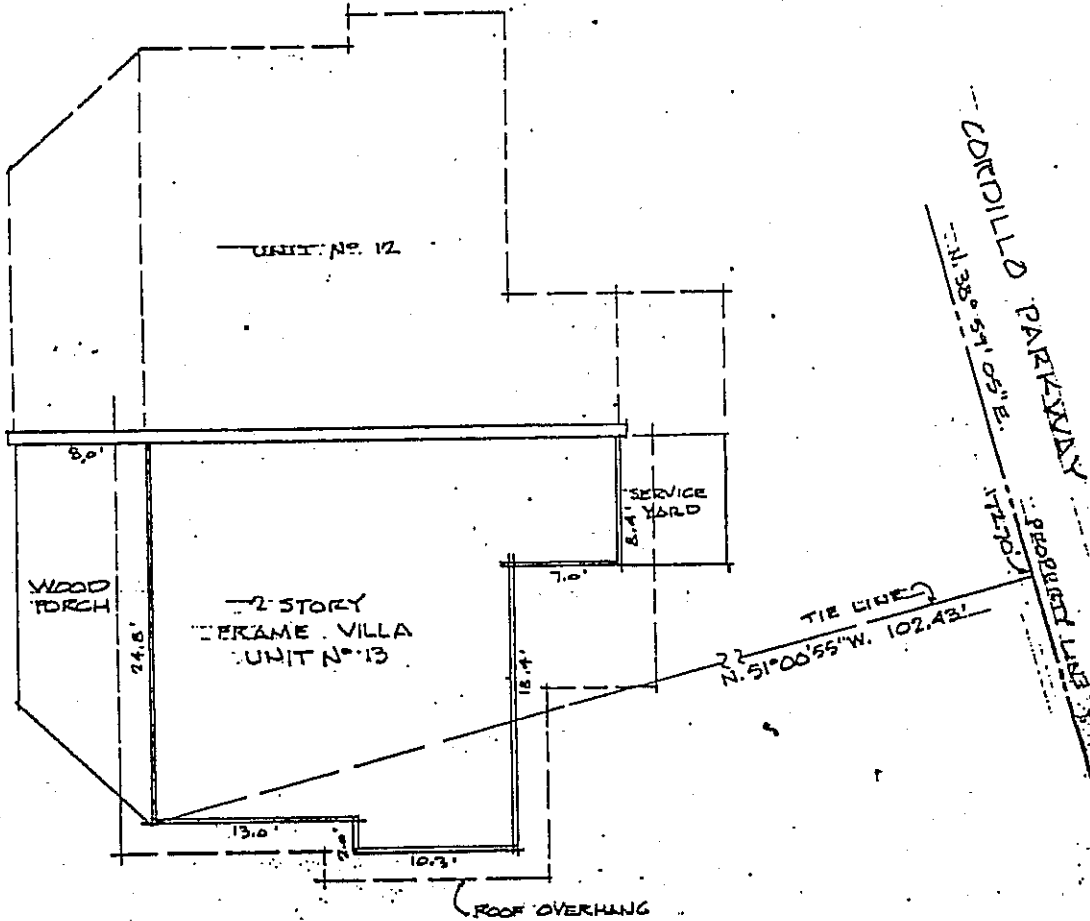
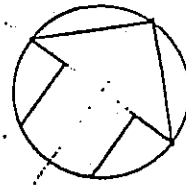
SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.

*Benjamin Wilson*

BENJAMIN WILSON R.L.S. 5084

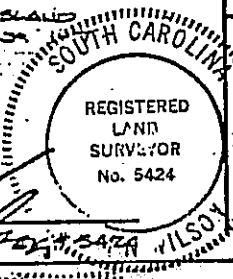






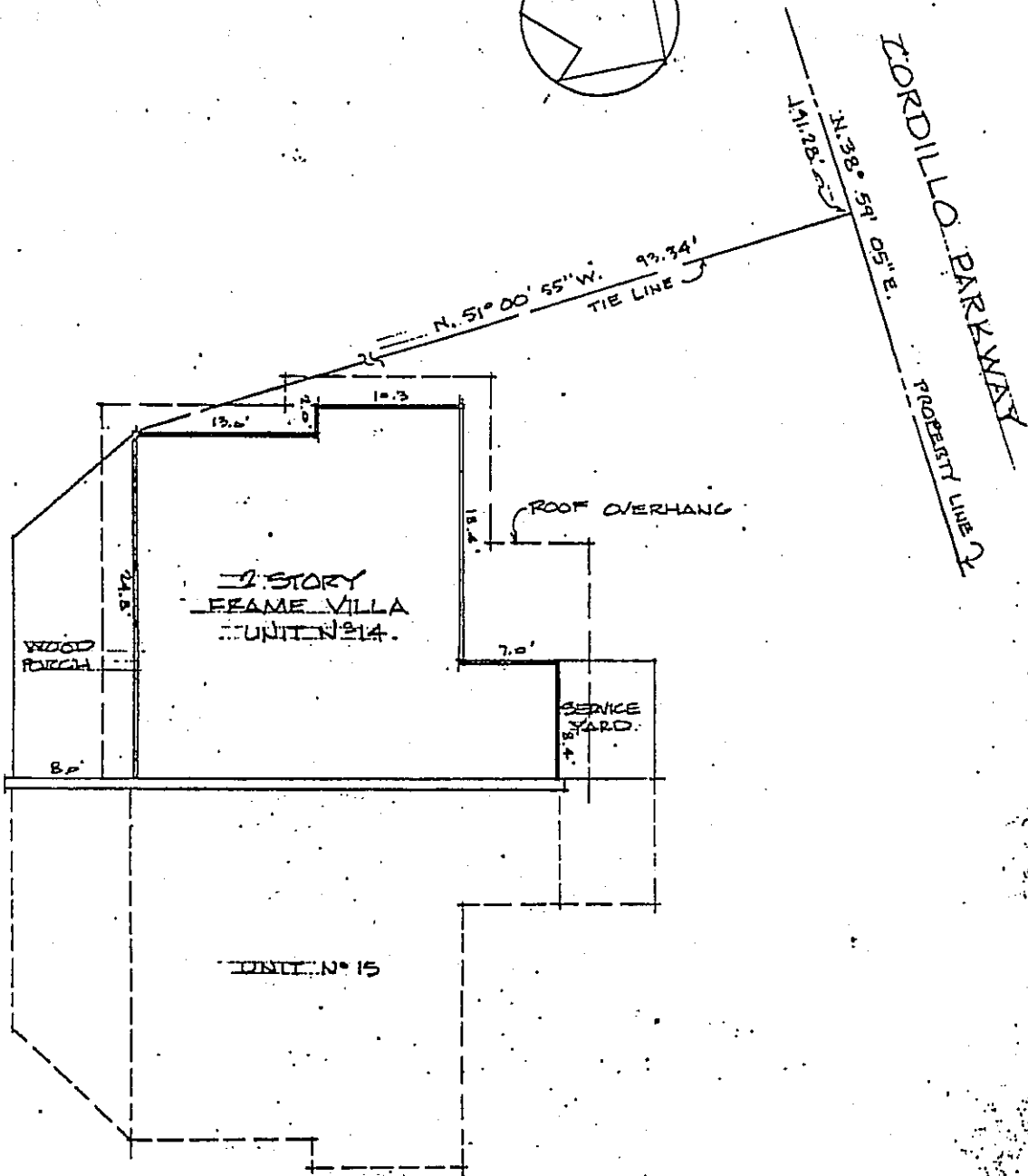
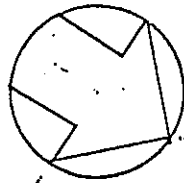
NOTE:  
 FOR OVERALL SITE PLAN, SEE THE  
 AS-BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLAN NO.  
 DTED. 7-3-81

UNIT No. 13  
 OCEAN GATE VILLAS  
 SARATOGA CORPORATION



*Benjamin Wilson*  
 BENJAMIN WILSON REGISTERED LAND SURVEYOR NO. 5424

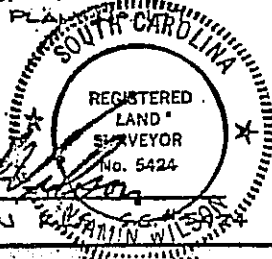
HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 27, 1981  
 SCALE 1"=16'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.



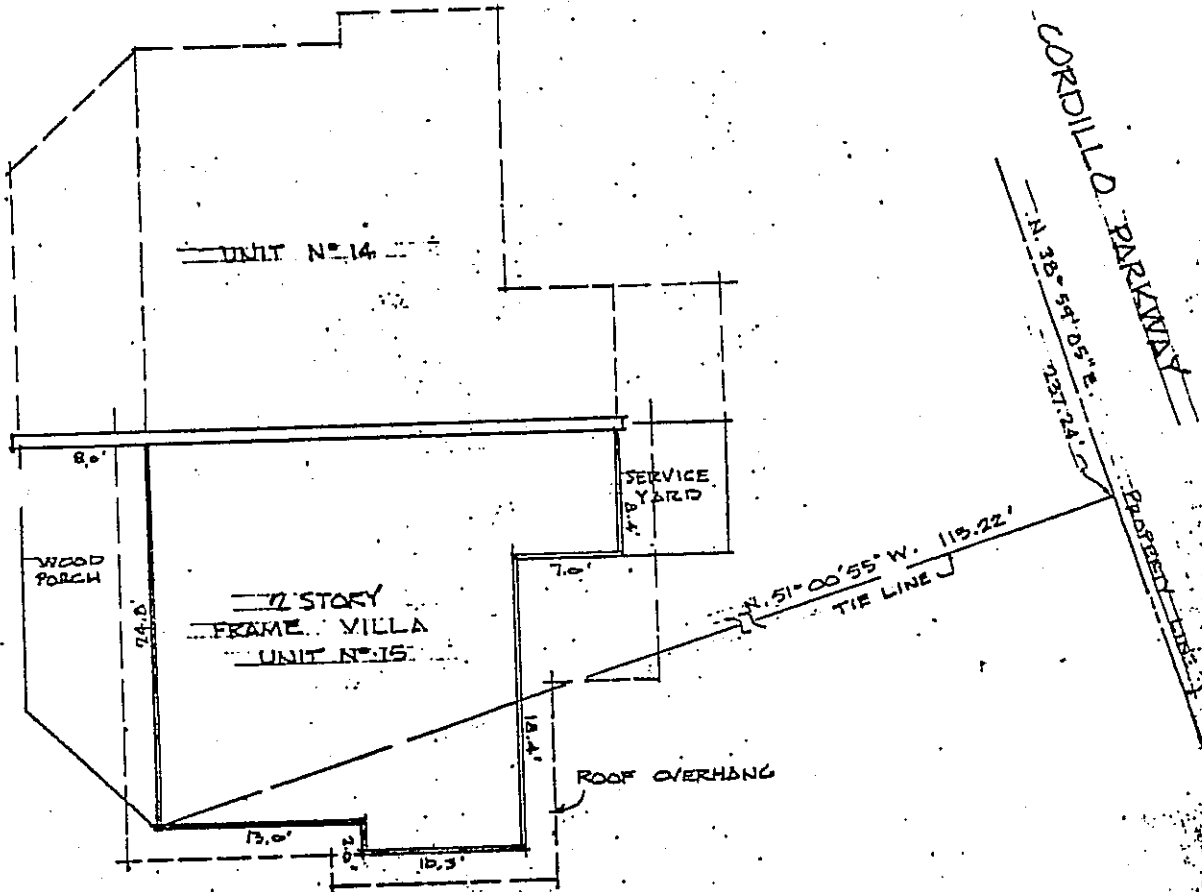
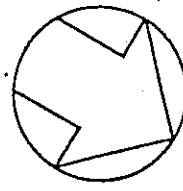
NOTE:  
 FOR OVERALL SITE PLAN SEE THE  
 AS BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC. PLANNING  
 DATED 7.3.81.

UNIT N° 14  
 OCEAN GATE VILLAS

SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 3, 1981 SCALE: 1"=10'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.



BENJAMIN WILSON



NOTE  
 FOR OVERALL SITE PLAN SEE THE  
 AS BUILT SURVEY OF OCEAN GATE  
 VILLAS, PREPARED BY SEA ISLAND  
 ENGINEERING, INC., PLAN NO.  
 DATE 7-3-81.

UNIT NO. 15  
 OCEAN GATE VILLAS  
 SARATOGA CORPORATION  
 HILTON HEAD ISLAND  
 BEAUFORT COUNTY, S.C.  
 JULY 27, 1981 SCALE 1" = 16'  
 SEA ISLAND ENGINEERING, INC.  
 HILTON HEAD ISLAND, S.C.

*Benjamin Wilson*  
 BENJAMIN WILSON, R.L.S.  
 REGISTERED LAND SURVEYOR  
 No. 5424  
 SOUTH CAROLINA

EXHIBIT D

OCEAN GATE HORIZONTAL PROPERTY REGIME

See Plans on record in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

The undersigned, John Bulcken III, authorized and licensed in the State of South Carolina, hereby certifies that the Floor Plans of the Ocean Gate Villas, identified above, fully and accurately, within reasonable construction tolerances, depicts the layout and dimensions of the apartments.

Barbara Anderson  
Ann E. Heil

John Bulcken III  
John Bulcken III

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF BEAUFORT )

PERSONALLY appeared before me Barbara Anderson and made oath that she saw the within named John Bulcken III sign, seal, and as his act and deed, deliver the within Exhibit D to Master Deed for the uses and purposes therein mentioned, and that she with Ann E. Heil witnessed the execution thereof.

Barbara Anderson

SWORN to before me this 27th day of July, 1981.

Ann E. Heil  
Notary Public for South Carolina  
My commission expires: 1-5-91

EXHIBIT E

OCEAN GATE HORIZONTAL PROPERTY REGIME

DESCRIPTION OF APARTMENTS

Each unit has an upper and lower floor and contains a total of approximately 1228 square feet of enclosed space. Entrance to the lower floor is over a wooden deck and stairs measuring 5 feet 4 inches by 7 feet. Each unit contains an entrance hallway, coat closet, powder room, utility room, kitchen, combined living and dining room, stairs, two bedrooms, two full bathrooms, loft area and upper stair landing. Entrance to the unit is through the front door to a hallway containing 53.30 square feet. From the hallway access is gained to the coat closet, kitchen, powder room, stairwell, storage area under the stairwell, utility room, and living/dining area. The coat closet contains 8.55 square feet of space with rod and shelving. The kitchen contains 122.5 square feet of space and is furnished with appliances and counter space. The powder room contains 25 square feet and is equipped with a lavatory and sink. Adjacent to the powder room is the utility room containing 61.7 square feet of space and is equipped with an electric water heater, heating and air-conditioner unit, washer and dryer. Adjacent to the stairwell and kitchen is the living/dining room which contains a total of 327.21 square feet of space. Access to the upper floor of the unit is gained by a stairwell of wooden steps containing 55.56 square feet of space. The stairwell area includes a small storage area underneath the stairs on the lower floor of an undetermined amount of space. On the upper floor there are two bedrooms, two full baths, a loft area overlooking the living/dining room, closet space and a stair landing area. At the top of the stairs the landing area contains 40.02 (including storage) square feet of space and opens into the loft area containing 72 square feet of space. Access to the front bedroom is from the landing area and this bedroom contains 146.63 square feet of space. From the front bedroom there is an entrance to a private bathroom containing 45.20 square feet of space and equipped with a sink, bathtub and lavatory. Opening into the closet from the front bedroom, the closet contains 18.69 square feet of space. The back bedroom is entered from the loft area and this bedroom contains 156.22 square feet of space. From the back bedroom access is gained to a private bathroom containing 53.59 square feet of space and is equipped with a sink, lavatory and bathtub. Access to the back bedroom closet is from the back bedroom and contains 17.08 square feet of space. The open space overlooking the living/dining room is not included in the square footage of the unit since this is not livable space.