

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
)
)
 MATHEWS-PHILLIPS, INC.) MASTER DEED
)
 TO) HORIZONTAL PROPERTY REGIME
)
)
 HICKORY COVE VILLAS)
 HORIZONTAL PROPERTY REGIME)

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 11th day of June in the year of our Lord One Thousand Nine Hundred and Seventy Three, Mathews-Phillips, Inc., a Delaware corporation authorized to do business in the State of South Carolina, with its principal place of business in Pittsburgh, Pennsylvania and with a place of business on Hilton Head Island, South Carolina, hereinafter referred to as "Sponsor"; does hereby declare:

FIRST:

That Sponsor is the sole owner of the land described in Exhibit "A" herein which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 57.

SECOND:

That Sponsor does hereby, by duly executing the Master Deed, submit the land referred to in Paragraph FIRST, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as the Hickory Cove Villas Horizontal Property Regime to be governed by and subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina.

THIRD:

That the improvements constructed on and forming a part of the Property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" hereto and made a part hereof which plans are certified to by Thomas E. Stanley, Jr., A.I.A., an architect duly licensed to practice in the state of South Carolina under Registration Certificate Number 693, and to which plans is attached a certificate by said architect that the building constructed on the Property were constructed in accordance with said plans.

FOURTH:

That the property includes eleven (11) buildings containing thirty three (33) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The apartments are capable of individual utilization on account of

having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also undivided interest in the general and limited common elements of the Property, as hereinafter listed in this Master Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements") all of the above in accordance with the Horizontal Property Act of South Carolina.

FIFTH:

That the Property has a total of 5.41 acres of which 49,521.76 square feet will constitute apartments and 186,137.84 square feet will constitute common elements.

SIXTH:

That there are four basic types of apartments in the Hickory Cove Villas Horizontal Property Regime, those being Type A (End), Type A (Interior), Type B (End) and Type B (Interior), these apartment types being more particularly described in Exhibit D attached hereto and made a part hereof. The apartments in Phase I of the Property will be as follows:

In Building One (1) there will be one (1) type B (End) Apartment, One (1) Type A (Interior) Apartment, One (1) Type B (Interior) Apartment, and One (1) Type A (End) Apartment, numbered consecutively 13-B, 14-A, 15-B, and 16-A, hereinafter usually referred to as Apartments 13-B, 14-A, 15-B and 16-A.

In Building Two (2) there will be One (1) Type B (End) Apartment, and One (1) Type A (End) Apartment, numbered consecutively 17-B and 18-A, hereinafter usually referred to as Apartments 17-B and 18-A.

In Building Three (3) there will be one (1) Type A (End) Apartment and One (1) Type B (End) Apartment, numbered consecutively 19-A and 20-B, hereinafter usually referred to as Apartments 19-A and 20-B.

In Building Four (4) there will be One (1) Type B (End) Apartment, One (1) Type A (Interior) Apartment, One (1) Type B (Interior) Apartment and One (1) Type A (End) Apartment, numbered consecutively 21-B, 22-A, 23-B and 24-A, hereinafter usually referred to as Apartments 21-B, 22-A, 23-B and 24-A.

In Building Five (5) there will be One Type A (End) Apartment, One (1) Type A (Interior) Apartment and One (1) Type B (End) Apartment, numbered consecutively 25-A, 26-A and 27-B Apartment, hereinafter usually referred to as Apartments 25-A, 26-A, and 27-B.

In Building Six (6) there will be One (1) Type B (End) Apartment, One (1) Type A (Interior) Apartment, One (1) Type B (Interior) Apartment and One (1) Type A (end) Apartment, numbered consecutively 28-B, 29-A, 30-B and 31-A, hereinafter usually referred to as Apartments 28-B, 29-A, 30-B and 31-A.

In Building Seven (7) there will be One (1) Type A (End) Apartment, One (1) Type B (Interior) and One (1) Type B (End) Apartment, numbered consecutively 32-A, 33-B and 34-B, hereinafter usually referred to as Apartments 32-A, 33-B, and 34-B.

In Building Eight (8) there will be One (1) Type A (End) Apartment, One (1) Type B (Interior) and One (1) Type B (End) Apartment, numbered consecutively 35-A, 36-B and 37-B, hereinafter usually referred to as Apartments 35-A, 36-B and 37-B.

In Building Nine (9) there will be One (1) Type B (End) Apartment, One (1) Type A (Interior) and One (1) Type A (End), numbered consecutively 38-B, 39-A and 40-A, hereinafter usually referred to as Apartments 38-B, 39-A and 40-A.

In Building Ten (10) there will be one Type B (End) Apartment and One (1) Type A (End) Apartment, numbered consecutively 51-B and 52-A, hereinafter usually referred to as Apartments 51-B and 52-A.

In Building Eleven (11) there will be one (1) Type B (End) Apartment, One (1) Type B (Interior) Apartment and One (1) Type A (End) Apartment, numbered consecutively 48-B, 49-B and 50-A, hereinafter usually referred to as Apartments 48-B, 49-B and 50-A.

The building and apartment types for Phase II of the Hickory Cove Villas Horizontal Property Regime are as shown in Exhibit "E" attached hereto and made a part hereof. The apartment types in Phase II shall be the same as described in Exhibit "D" hereto.

SEVENTH:

That the Common Elements of the Property will be as follows:

A. The General Common Elements are as follows:

(1) 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 partititons, slabs, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.

(2) Parking facilities located on the Property, which parking facilities consist of approximately square feet, and are shown on the plot plan of the Property attached hereto and identified as Exhibit C.

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

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

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

(6) 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.

B. The Limited Common Elements are as follows:

(1) The rear and front yards and service areas (shown on the plot plan attached hereto and identified as Exhibit "C") 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.

(2) All terraces, decks and balconies immediately adjacent to each apartment or to which each apartment has direct access from the interior thereof as shown on the floor plans and plot plans identified as Exhibit "C".

EIGHTH:

The Sponsor has constructed the Property described herein and further intends to complete construction of additional apartments on property contiguous to the Property which is the subject of this Master Deed. The additional property shall be referred to as Phase II and is shown on the plat of said property attached hereto and identified as Exhibit "B" whereon it is labeled as Phase II. The Phase II property, will become an integral part of Hickory Cove Villas Horizontal Property Regime once an appropriate amendment to this Master Deed has been filed as hereinafter provided. Phase II shall contain eight (8) buildings, containing 19 individual apartments all of which are more particularly described in Exhibit "E" attached hereto and made a part hereof. Each of said buildings and apartments shall be constructed in accordance with the plot plan and floor plans of Thomas E. Stanley, A.I.A., which are attached hereto as Exhibit "C", these apartments in Phase II being of the same design and constructed of the same basic materials as the original 33 apartments covered initially by this Master Deed.

NINTH:

Sponsor hereby reserves unto itself the option, to be exercised at its sole discretion, to submit the Phase II property to the provisions of this Master Deed and thereby cause said Phase II property to become and be a part of Hickory Cove Villas Horizontal Property Regime. This option may be exercised by Sponsor only upon execution by it of an amendment to this Master Deed which shall be filed for record in the office of the Clerk of Court for Beaufort County, South Carolina, not later than one year from the date hereof. Any such amendment shall expressly submit the Phase II property to all of the provisions of this Master Deed and the By-Laws of the Hickory Cove Villas Horizontal Property Regime, a copy of which is attached hereto as Exhibit "F" and made a part hereof, as either or both may be amended. Upon the exercise, if any, of this option, the provisions of this Master Deed and all exhibits hereto shall then be understood and construed as embracing Phase I property (The basic "Property" herein defined) and the Phase II property together with all improvements then constructed. Should this option not be exercised within the term specified, it shall in all respects expire and be of no further force or effect.

TENTH:

That the dedication of the Property to the Horizontal Property Regime herein shall not be revoked, or the Property removed from the Horizontal Property Regime, or any of the provisions herein amended unless all of the co-owners and the mortgagees of all the mortgages covering the Apartments unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instrument; provided, however, that without the consent of the Apartment Owners, the Sponsor, or its successors in title to all or any portion of Phase II, may at any time prior to one year from the date hereof, amend this Master Deed in the manner set forth in Paragraph "Eighth" so as to subject the Phase II Property to the provisions of this Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II property an integral part of the Hickory Cove Villas Horizontal Property Regime. Any such amendment shall contain all of the particulars required by the said Horizontal Property Act of South Carolina and from and after the recording of such amendment the Hickory Cove Villas Horizontal Property Regime shall include all of said Phase II. The Phase II Apartments are to be as described in Paragraph "Eighth". The designation of each apartment in Phase II by apartment type and its proportionate interest in the common elements are set forth in Exhibit "G" and Exhibit "H" respectively, which exhibits are attached hereto and made a part hereof.

ELEVENTH:

The percentage of title and interest appurtenant to each apartment and the apartment owners title and interest in the common elements (both general and limited) of the Property and their proportionate share in the profits and common monthly expenses as well as the proportionate representation for voting purposes in the meeting of the Council of Co-owners (hereinafter usually referred to as "Council") of the Regime is based on the proportionate value of each apartment to the value of the total Property as set forth in Exhibit "H" attached hereto and made a part hereof. The proportionate representation for voting purpose and the percentage of the undivided interest in the common elements (both general and limited) provided in this paragraph and in Exhibit "H" shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in an amendment to this Master Deed duly recorded or except as provided in Paragraph Eighth, Ninth and Tenth herein with regard to the amendment of this Master Deed to admit the Phase II apartments into this Regime.

TWELFTH:

That the administration of the Regime consisting as aforesaid of the Property described in Paragraphs First and Fifth of this Deed, and the administration of the Phase II property herein described if appropriate, shall be in accordance with the provisions of the By-Laws which are made a part hereof of this Deed and are attached hereto as Exhibit "F".

THIRTEENTH:

That, as appears above, a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Horizontal Property Act of the State of South Carolina, so that Apartments may be conveyed and recorded as individual properties capable of independent use and each having its own exit to the common elements of the Property, and each Apartment co-owner having an exclusive and particular right over his respective Apartment and in addition the specified undivided interest in the common elements of the Property.

FOURTEENTH:

That so long as the Sponsor owns one or more of the Apartments, the Sponsor shall be subject to the provisions of this Deed and the Exhibits attached hereto and the Sponsor covenants to take no action which will adversely affect the rights of the Regime with respect to the assurances against latent defects in the Property or other rights assigned to the Regime by reason of the establishment of said Horizontal Property Regime.

FIFTEENTH:

That the common elements shall remain undivided and no co-owner shall bring any action for partition and/or division.

SIXTEENTH:

That the undivided interest in the common elements shall not be separated from the Apartment to which it appertains and shall be deemed conveyed or encumbered with the Apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SEVENTEENTH:

That each co-owner shall comply with the provisions of this Master Deed and authorized amendments thereto, the Declaration of Covenants, Restrictions and Affirmative Obligations of Palmetto Dunes Resort, Inc., applicable to all Multi-Family Residential Areas in Palmetto Dunes, which covenants are recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 201 at Page 1522; and the Regime By-Laws, Decisions and Resolutions of Council of Co-Owners, Board of Administration or other representatives, as lawfully amended from time to time. The failure to comply with such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages or for injunctive relief; provided that nothing contained herein shall limit the rights of Palmetto Dunes Resort, Inc., its successors or assigns, as set forth in the aforesaid Declaration. The Apartments shall also be conveyed subject to the recorded plat and plans of the Property and amendments thereto.

EIGHTEENTH:

That no co-owners of an Apartment may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Apartment.

NINETEENTH:

That all present or future co-owners, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, are subject to the provisions of this Master Deed and any authorized amendments thereto, and that the mere acquisition or rental of any of the Apartments shall signify that the provisions of this Master Deed and any authorized amendments thereto are accepted and ratified.

TWENTIETH:

That if the Property is totally or substantially damaged, or destroyed, the repair, reconstruction, or disposition of the Property shall be as provided by the Horizontal Property Act of South Carolina and the By-Laws of this Regime.

TWENTY-FIRST:

That, where a mortgagee or other purchaser of an Apartment obtains title by reason of foreclosure of a mortgage covering an Apartment, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Regime which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Regime from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment shall be subordinate to such mortgage.

TWENTY-SECOND:

In the event of any default on the part of any co-owner under any first mortgage made in good faith and for value, which entitled the owner thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of the Declarations of Covenants, Restrictions and Affirmative Obligations of Palmetto Dunes Resort, Inc., dealing with the Repurchase Option or Right of First Refusal and the exclusive brokerage rights reserved

unto Palmetto Dunes Resort, Inc. The purchaser under such a foreclosure sale (or grantee under such deed in lieu of foreclosure) of such condominium unit shall be thereupon and thereafter subject to all of the provisions of said Master Deed. Provided, however, that if the purchaser at such foreclosure sale (or the grantee under deed given in lieu of foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the condominium free and clear of the provisions of said Declaration dealing with the Repurchase Option or right of first refusal and the exclusive brokerage rights of Palmetto Dunes Resort, Inc., but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

TWENTY-THIRD:

That the Board of Administration of the Regime or the Management Agent, or Manager, shall obtain and continue in effect blanket property insurance as more fully set forth in the By-Laws in forms and amounts satisfactory to mortgagees holding first mortgages covering Apartments, but without prejudice to the right of the co-owners to obtain additional individual Apartment insurance at his own expense and for his own benefit.

TWENTY-FOURTH:

That insurance premiums for blanket insurance coverage of the Property shall be a common expense to be paid by periodic assessments levied by the Regime and that such payments shall be held in an escrow account for the Regime and used solely for the payment of the blanket property insurance premiums as such premiums become due.

TWENTY-FIFTH:

If any portion of the common elements now encroaches upon any apartment or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any such encroachment shall occur hereafter as a result of (A) settling of the building, (B) alteration or repair to the common elements made by or with consent of the Board of Administration, or (C) as a result of repair or restoration or the building or any apartment by damage by fire or other casualty, or (D) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or buildings stand.

TWENTY-SIXTH:

Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements, if any, located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Administration shall have the right of access to each apartment to inspect the same to remove violations therefrom and to maintain, repair or replace common elements contained therein or elsewhere in the building or buildings.

TWENTY-SEVENTH:

The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section,

sentence, clause, phrase or word, or other provision of the Master Deed and the By-Laws shall not affect the validity or enforceability of the remaining portions thereof. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect 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 provision had never been included herein.

TWENTY-EIGHTH:

No provision 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.

TWENTY-NINTH:

This Master Deed is set forth to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

IN WITNESS WHEREOF, Mathews-Phillips, Inc. has caused these presents to be executed in its name by Howard E. Phillips its President and by Earl F. Reed, Jr. its Secretary, and its corporate seal to be affixed hereto this 11th day of June, in the year of our Lord one thousand nine hundred and seventy-three and in the one hundred ninety-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

MATHEWS-PHILLIPS, INC. (Seal)

George M. Duncanson
Earl F. Reed, Jr.

By Howard E. Phillips

Attest Earl F. Reed, Jr.

STATE OF Pennsylvania)
COUNTY OF Allegheny)

PROBATE

PERSONALLY appeared before me George M. Duncanson who, on oath, says that he saw the within named Mathews-Phillips, Inc., by Howard E. Phillips, its President, sign the within Deed, and Earl F. Reed, Jr. its Assistant Secretary, attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same and that he with George M. Duncanson witnessed the execution thereof.

SWORN to before me, this 11th day of June, 1973

George M. Duncanson

George M. Duncanson (L.S.)
Notary Public for Pennsylvania
My Commission Expires June 30, 1975

CONSENT

Palmetto Dunes Resort, Inc., does hereby consent and agree to abide by the provisions of Paragraph "Twenty-Second" of this Master Deed regarding the Waiver of the Repurchase Option and the Exclusive Brokerage in certain mortgage foreclosure situations as more fully set forth therein. This consent shall apply to both Phase I and Phase II of the Hickory Cove Villas Horizontal Property Regime.

IN WITNESS WHEREOF, Palmetto Dunes Resort, Inc has caused this consent to be executed in its name by William M. Plinio its President and by William M. Plinio its Assistant Secretary, and its Corporate Seal to be hereto affixed this 11th day of June in the year of our Lord One Thousand, Nine hundred and Seventy-Three.

Signed, Sealed and delivered in the presence of:

PALMETTO DUNES RESORT, INC.

[Signature]
Karen J. Coffey

By William M. Plinio

Attest [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Karen J. Coffey who, on oath, says that she saw the within named Palmetto Dunes Resort, Inc., by William M. Plinio its President, sign the within Consent, and William M. Plinio its Assistant Secretary attest the same, and the said Corporation, by said officer, seal said Consent, and, as its act and deed, deliver the same and that she with George R. Geer, Jr. witnessed the execution thereof.

SWORN to before me, this 11th day of June, 1973

Karen J. Coffey

[Signature] (L.S.)
Notary Public for South Carolina
My commission expires July 29, 1981

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) JOINDER OF MORTGAGEE

WHEREAS, Palmetto Dunes Resort, Inc., a Delaware corporation with offices on Hilton Head Island, South Carolina, hereina called the Mortgagee, is the owner and holder of a mortgage upon the following lands in Palmetto Dunes, Hilton Head Island, Beaufort County, South Carolina:

ALL that certain piece, parcel or tract of land situate, lying and being in Palmetto Dunes on Hilton Head Island, Beaufort County, South Carolina, having and containing five and forty-one hundredths (5.41) acres, more or less and being shown and described as Phase I on a plat entitled "Survey of Hickory Cove Villas Project, Palmetto Dunes Resort, Inc., Hilton Head Island, Beaufort County, South Carolina" prepared by Hussey, Gay & Bell, Consulting Engineers, which plat is dated May 23, 1973 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 21 at Page 59 . Said Phase I property is more particularly described as follows: To find the point of beginning, start at a concrete monument at the intersection of the northwestern right-of-way of Mooring Buoy Road and the western right-of-way of Haulaway Road and proceeding north $48^{\circ} 11' 52''$ west for a distance of 174.71 feet to a concrete monument, thence proceeding north $48^{\circ} 05' 32''$ west for a distance of 146.28 feet to a concrete monument marking the point of curvature of a curve; thence proceeding northerly 218.17 feet along a curve, concave to the southeast having a radius of 200 feet and a degree of curvature of 28.65° to a concrete monument located in the southeastern corner of Phase I property, said concrete monument marking the point of beginning; proceeding from said point of beginning north $84^{\circ} 01'$ west for a distance of 99.99 feet to point; thence proceeding south $5^{\circ} 59'$ west for a distance of 75.0 feet to a point; thence proceeding south $58^{\circ} 59'$ west for a distance of 111.0 feet to a point; thence proceeding north $63^{\circ} 31'$ west for a distance of 52.5 feet to a point; thence proceeding south $71^{\circ} 29'$ west for a distance of 260 feet to a concrete monument; thence proceeding north $7^{\circ} 20'$ east for a distance of 103.06 feet to a concrete monument; thence proceeding north $9^{\circ} 25' 20''$ east for a distance of 135.90 feet to a concrete monument; thence proceeding north $57^{\circ} 21' 50''$ east for a distance of 136.24 feet to a concrete monument; thence proceeding north $62^{\circ} 53' 50''$ east for a distance of 156.45 feet to a concrete monument; thence proceeding north $63^{\circ} 38' 50''$ east for a distance of 466.57 feet to a concrete monument along the western right-of-way of Haulaway Road; thence proceeding in a southerly direction along a curve concave to the northwest for a distance of 198.85 feet, said curve having a radius of 184.79 feet and a degree of curvature of 31.01° to a concrete monument; thence proceeding south $45^{\circ} 06' 30''$ west for a distance of 180 feet to a concrete monument marking the point of curvature of a curve; thence proceeding along a curve concave to the southeast for a distance of 114.38 feet, said curve having a radius of 200 feet and a degree of curvature of 28.65° to a concrete monument marking the point of beginning.

For a more detailed description of the above described parcel, reference is had to the above mentioned plat of record.

WHEREAS, said Mortgage is evidenced by a certain Mortgage Agreement from Mathews-Phillips, Inc. to Palmetto Dunes Resort, Inc., dated June 30, 1972, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Mortgage Book 151 at Page 131.

NOW, KNOW ALL MEN BY THESE PRESENTS, that Palmetto Dunes Resort, Inc. hereby joins in the foregoing Master Deed and the submission of the above described property to said Master Deed and the provisions of the Horizontal Property Act of South Carolina, and the Mortgagee agrees that the lien of said Mortgage shall thereafter be upon the following described property on Hilton Head Island, Beaufort County, South Carolina:

The following apartments in the Hickory Cove Villas Horizontal Property Regime, a condominium regime according to the foregoing Master Deed thereof. Together with all of the appurtenances thereto included and all the undivided shares in the common elements: 13-B, 14-A, 15-B, 16-A, 17-B, 18-A, 19-A, 20-B, 21-B, 22-A, 23-B, 24-A, 25-A, 26-A, 27-B, 28-B, 29-A, 30-B, 31-A, 32-A, 33-B, 34-B, 35-A, 36-B, 37-B, 38-B, 39-A, 40-A, 48-B, 49-B, 50-A, 51-B and 52-A.

PALMETTO DUNES RESORT, INC.

[Signature]

BY [Signature]

[Signature]

ATTEST [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Karen J. Coffey who, on oath, says that she saw the within named Palmetto Dunes Resort, Inc. by its officers, its authorized officers, sign the within instrument, and its authorized officers, attest the same, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that she with George R. Geer, Jr. witnessed the execution thereof.

SWORN to before me this 11th day of July, 1973

[Signature]

[Signature] L.S.
Notary Public for South Carolina
My Commission Expires July 25, 1978

STATE OF SOUTH CAROLINA)
) JOINDER OF MORTGAGEE
 COUNTY OF BEAUFORT)

WHEREAS, Standard Savings & Loan Association, of Columbia, South Carolina, herein called the Mortgagee, is the owner and holder of a mortgage upon the following lands in Palmetto Dunes, Hilton Head Island, Beaufort County, South Carolina:

ALL that certain piece, parcel or tract of land situate, lying and being in Palmetto Dunes on Hilton Head Island, Beaufort County, South Carolina, having and containing five and forty-one hundredths (5.41) acres, more or less and being shown and described as Phase I on a plat entitled "Survey of Hickory Cove Villas Project, Palmetto Dunes Resort, Inc., Hilton Head Island, Beaufort County, South Carolina" prepared by Hussey, Gay & Bell, Consulting Engineers, which plat is dated May 23, 1973 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 57. Said Phase I property is more particularly described as follows: To find the point of beginning, start at a concrete monument at the intersection of the northwestern right-of-way of Mooring Buoy Road and the western right-of-way of Haulaway Road and proceeding north 48° 11' 52" west for a distance of 174.71 feet to a concrete monument, thence proceeding north 48° 05' 32" west for a distance of 146.28 feet to a concrete monument marking the point of curvature of a curve; thence proceeding northerly 218.17 feet along a curve, concave to the southeast having a radius of 200 feet and a degree of curvature of 28.65° to a concrete monument located in the southeastern corner of Phase I property, said concrete monument marking the point of beginning; proceeding from said point of beginning north 84° 01' west for a distance of 99.99 feet to point; thence proceeding south 50° 59' west for a distance of 75.0 feet to a point; thence proceeding south 58° 59' west for a distance of 111.0 feet to a point; thence proceeding north 63° 31' west for a distance of 52.5 feet to a point; thence proceeding south 71° 29' west for a distance of 260 feet to a concrete monument; thence proceeding north 70° 20' east for a distance of 103.06 feet to a concrete monument; thence proceeding north 90° 25' 20 east for a distance of 135.90 feet to a concrete monument; thence proceeding north 57° 21' 50" east for a distance of 136.24 feet to a concrete monument; thence proceeding north 62° 53' 50" east for a distance of 156.45 feet to a concrete monument; thence proceeding north 63° 38' 50" east for a distance of 466.57 feet to a concrete monument along the western right-of-way of Haulaway Road; thence proceeding in a southerly direction along a curve concave to the northwest for a distance of 198.85 feet, said curve having a radius of 184.79 feet and a degree of curvature of 31.01° to a concrete monument; thence proceeding south 45° 06' 30" west for a distance of 180 feet to a concrete monument marking the point of curvature of a curve; thence proceeding along a curve concave to the southeast for a distance of 114.38 feet, said curve having a radius of 200 feet and a degree of curvature of 28.65° to a concrete monument marking the point of beginning.

For a more detailed description of the above described parcel, reference is had to the above mentioned plat of record.

WHEREAS, said Mortgage is evidenced by a certain Mortgage Agreement from Mathews-Phillips, Inc. to Phipps-Harrington Corporation, dated June 30, 1972, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 200 at Page 413. Said Mortgage is likewise evidenced by that certain assignment of Mortgage from Phipps-Harrington Corporation to Standard Savings and Loan Association dated December 12, 1972 and recorded December 15, 1972 in the office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage book 154 at Page 826.

NOW, KNOW ALL MEN BY THESE PRESENTS, that Standard Savings and Loan Association of Columbia, South Carolina, hereby joins in the foregoing Master Deed and the submission of the above described property to said Master Deed and the provisions of the Horizontal Property Act of South Carolina, and the Mortgagee agrees that the lien of said Mortgage shall hereafter be upon the following described property on Hilton Head Island, Beaufort County, South Carolina:

The following Apartments in the Hickory Cove Villas Horizontal Property Regime, a condominium regime according to the foregoing Master Deed thereof. Together with all of the appurtenances thereto included and all the undivided shares in the common elements: 13-B, 14-A, 15-B, 16-A, 17-B, 18-A, 19-A, 20-B, 21-B, 22-A, 23-B, 24-A, 25-A, 26-A, 27-B, 28-B, 29-A, 30-B, 31-A, 32-A, 33-B, 34-B, 35-A, 36-B, 37-B, 38-B, 39-A, 40-A, 48-B, 49-B, 50-A, 51-B, and 52-A.

STANDARD SAVINGS AND LOAN ASSOCIATION
George M. Lee, Jr.
W. L. Childs
Executive Vice President

Carole Z. Martella ATTEST *Margaret F. Free*

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND } PROBATE

PERSONALLY appeared before me Carole Z. Martella who, on oath, says that she saw the within named Standard Savings and Loan Association, by W. L. Childs its Executive Vice President, the within instrument, and Margaret F. Free its Corporate Secretary attest the same, and the said Association by said officers, seal said instrument, and, as its act and deed, deliver the same, and that she with George M. Lee, Jr. witnessed the execution thereof.

SWORN to before me this 15th day of June, 1973
George M. Lee, Jr. L.S.
Notary Public for South Carolina
My Commission Expires 5-12-79
Carole Z. Martella

INDEX OF EXHIBITS

- Exhibit A - Description of Land and Easements.
- Exhibit B - Plat (Survey) of land, showing Phase I and Phase II Property.
- Exhibit C - Plot plan and floor plan and architect's certificate.
- Exhibit D - Description of different types of apartments.
- Exhibit E - Building and individual apartments in Phase II of Hickory Cove Villas Horizontal Property Regime.
- Exhibit F - By-Laws of Hickory Cove Villas Horizontal Property Regime.
- Exhibit G - Phase II Unit Types and the percentage of the common elements appertaining thereto.
- Exhibit H - Percentage of common elements.

body providing sewer and water service to the area, title to all water and sewer lines installed or located on said property, and likewise retains title to all pipes, pumps, pumping stations or other equipment or facilities related thereto, together with an easement to that portion of the above described property lying within ten (10) feet of such lines, equipment, or facilities to allow the responsible utility company or public service district to maintain, repair or replace such lines, equipment or facilities or install additional lines, equipment or facilities thereon from time to time. Grantor (sponsor) further saves and excepts and reserves unto itself and its assigns and agrees to convey to the Palmetto Dunes Public Service District an easement over and across the land lying within ten (10) feet of the property lines of the above described parcel or tract of land, for the purpose of installing further water, sewer or other utility lines and related equipment and facilities.

The above described property is subject to that certain Declaration of Rights, Restrictions, Conditions, Etc., of Palmetto Dunes Resort, Inc., which are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 201 at Page 1522.

EXHIBIT "D"

In each Apartment, whether Type A or Type B and whether end or interior, the heating and air conditioning are by General Electric.

The Apartments are described herein below. The Apartments include (a) the spaces enclosed by the unfinished surfaces of the perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls, or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any Apartment (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the Apartment). No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall system designated for the service of any particular Apartment or building, nor any property of any kind, including fixtures and appliances within any Apartment, which are not removeable without jeopardizing the soundness, safety and usefulness of the remainder of the building shall be deemed to be a part of any Apartment.

A. Each Type A (End) Apartment contains a total of 1,336.97 square feet. Not included in the total square feet of the apartment is the front deck containing 223.71 square feet, the side deck containing 58.65 square feet, the rear deck containing 114.66 square feet, a balcony containing 36 square feet and a screened service court area containing 72 square feet.

The lower floor of the Type A (End) Apartment contains a total of 905.75 square feet. A storage room containing 18 square feet opens onto the rear deck. Entrance into the lower floor is from the rear deck into the foyer containing 76.5 square feet. Opening into the foyer is the living area containing 214.42 square feet which opens into the dining area containing 90.21 square feet. The kitchen containing 86.06 square feet is adjacent to the dining area. The utility room containing 30 square feet opens into the dining area and is adjacent to the powder room containing 25 square feet. Bedroom number one (1) containing 230.37 square feet is adjacent to the living area. Opening into the bedroom number one (1) is a closet containing 10.10 square feet and bath number one (1) containing 40 square feet. Bedroom number one (1) also opens into the foyer adjacent to which is a storage closet containing 13.71 square feet. The stairs containing 43.72 square feet provide access to the upper floor.

The upper floor of each Type A (End) Apartment contains a total of 431.22 square feet. Stair access containing 72.95 square feet opens onto a landing containing 65.25 square feet. Adjacent to the landing is bedroom number two (2) containing 216.53 square feet. Opening into bedroom number two (2) is a storage closet containing 15.83 square feet, two closets containing 18.66 square feet and bath number two (2) containing 40 square feet.

B. Each Type A (Interior) Apartment contains a total of 1,336.97 square feet. Not included in the total square feet of the apartment is the front deck containing 201.33 square feet, the rear deck containing 114.66 square feet, a balcony containing 36 square feet and the screened service court area containing 72 square feet.

The lower floor of the Type A (Interior) Apartment contains a total of 905.75 square feet. A storage room containing 18 square feet opens onto the rear deck. Entrance into the lower floor is from the rear deck into the foyer containing 76.5 square feet. Opening into the foyer is the living area containing 214.42 square feet which opens into the dining area which contains 90.21 square feet. The kitchen containing 86.06 square feet is adjacent to the dining area. The utility room containing 30 square feet opens into the dining area and is adjacent to the powder room containing 25 square feet. Bedroom number one (1) containing 230.37 square feet is adjacent to the living area. Opening into bedroom number one (1) is a closet containing 10.10 square feet and bath number one (1) containing 40 square feet. Bedroom number one (1) also opens into the foyer adjacent to which is a storage closet containing 13.71 square feet. The stairs containing 43.72 square feet provide access to the upper floor.

The upper floor of each Type A (Interior) Apartment contains a total of 431.22 square feet. Stair access containing 72.95 square feet opens onto a landing containing 65.25 square feet. Adjacent to the landing is bedroom number two (2) containing 216.53 square feet. Opening into bedroom number two (2) is a storage closet containing 15.83 square feet, two closets containing 18.66 square feet and bath number two (2) containing 40 square feet.

C. Each Type B (End) Apartment contains a total of 1,654.72 square feet. Not included in the total square feet of the apartment is the front deck containing 223.71 square feet, the side deck containing 58.65 square feet, the rear deck containing 114.66 square feet, two balconies containing 36 square feet each and the screened service court area containing 72 square feet.

The lower floor of the Type B (End) Apartment contains a total of 905.75 square feet. A storage room containing 18 square feet opens onto the rear deck. Entrance into the lower floor is from the rear deck into the foyer containing 76.5 square feet. Opening into the foyer is the living area containing 214.42 square feet which opens into the dining area containing 90.21 square feet. The kitchen containing 86.06 square feet is adjacent to the dining area. The utility room containing 30 square feet opens into the dining area and is adjacent to the powder room containing 25 square feet. Bedroom number one (1) containing 230.37 square feet is adjacent to the living area. Opening into bedroom number one (1) is a closet containing 10.10 square feet and bath number one (1) containing 40 square feet. Bedroom number one (1) also opens into the foyer adjacent to which is a storage closet containing 13.71 square feet. The stairs containing 43.72 square feet provide access to the upper floor.

The upper floor of the Type B (End) Apartment contains a total of 748.97 square feet. The stair access containing 72.95 square feet opens onto a landing containing 65.25 square feet. Adjacent to the landing is bedroom number two (2) containing 216.53 square feet. Opening into bedroom number two (2) is a storage closet containing 15.83 square feet, two closets containing 18.66 square feet and bath number two (2) containing 40 square feet. Adjacent to the landing area is bedroom number three (3) containing 253.87 square feet. Opening into bedroom number three (3) are two closets containing 18.66 square feet and bath number three (3) containing 40 square feet.

D. Each Type B (Interior) Apartment contains a total of 1,605.72 square feet. Not included in the total square feet of the Apartment is the front deck containing 201.33 square feet, the rear deck containing 114.66 square feet, two balconies containing 36 square feet each and a screened service court area containing 72 square feet.

The lower floor of each Type B (Interior) Apartment contains a total of 905.75 square feet. A storage room containing 18 square feet opens onto the rear deck. Entrance into the lower floor is from the rear deck into the foyer containing 76.5 square feet. Opening into the foyer is the living area containing 214.42 square feet which opens into the dining area containing 90.21 square feet. The kitchen containing 86.06 square feet is adjacent to the dining area. The utility room containing 30 square feet opens into the dining area and is adjacent to the powder room containing 25 square feet. Bedroom number one (1) containing 230.37 square feet is adjacent to the living area. Opening into bedroom number one (1) is a closet containing 10.10 square feet and bath number one (1) containing 40 square feet. Bedroom number one (1) also opens into the foyer adjacent to which is a storage closet containing 13.71 square feet. The stairs containing 43.72 square feet provide access to the upper floor.

The upper floor of each Type B (Interior) Apartment contains a total of 699.97 square feet. The stair access containing 72.95 square feet opens onto a landing area containing 65.25 square feet. Adjacent to the landing area is bedroom number two (2) containing 216.53 square feet. Opening into bedroom number two (2) is a storage closet containing 15.83 square feet, two closets containing 18.66 square feet and bath number two (2) containing 40 square feet. Opposite bedroom number two (2) and adjacent to the landing area is bedroom number three (3) containing 162.66 square feet. Opening into Bedroom number three (3) is a closet containing 8 square feet and bath number three (3) containing 36.66 square feet. Adjacent to bedroom number three (3) is a storage room containing 58.66 square feet.

EXHIBIT "E"

PHASE II APARTMENTS

There are four basic types of apartments in the Villas Horizontal Property Regime, those being Type A (Interior), Type B (End), and Type B (Interior). Various apartment types being more particularly described "D" hereof. The apartments in Phase II of the Villas Horizontal Property Regime are as follows:

In Building Twelve (12) there will be one (1) Apartment and one (1) Type B (End) Apartment, numbered 1-A and 2-B, hereinafter usually referred to as Apartments 1-A and 2-B.

In Building Thirteen (13), there will be one (1) Apartment, one (1) Type A (Interior) Apartment and one (1) Apartment, numbered consecutively 3-A, 4-A and 5-B, referred to as Apartments 3-A, 4-A and 5-B.

In Building Fourteen (14) there will be one (1) Apartment and one (1) Type B (End) Apartment, numbered 6-A and 7-B, hereinafter usually referred to as Apartments 6-A and 7-B.

In Building Fifteen (15) there will be one (1) Apartment and one (1) Type B (End) Apartment, numbered 8-A and 9-B, hereinafter usually referred to as Apartments 8-A and 9-B.

In Building Sixteen (16) there will be one (1) Apartment, one (1) Type A (Interior) Apartment, and one (1) Apartment, numbered consecutively 10-A, 11-A, and 12-A, usually referred to as Apartments 10-A, 11-A, and 12-A.

In Building Seventeen (17) there will be one (1) Apartment and one (1) Type A (End) Apartment, numbered 41-B and 42-A, hereinafter usually referred to as Apartments 41-B and 42-A.

In Building Eighteen (18) there will be one (1) Apartment, one (1) Type B (Interior) Apartment and one (1) Apartment (End), numbered consecutively 43-B, 44-B and 45-B, after usually referred to as Apartments 43-B, 44-B and 45-B.

In Building Nineteen (19) there will be one (1) Apartment and one (1) Type A (End) Apartment, numbered 46-B and 47-A, hereinafter usually referred to as Apartments 46-B and 47-A.

BY-LAWS OF HICKORY COVE VILLAS HORIZONTAL
PROPERTY REGIME

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. HORIZONTAL PROPERTY REGIME. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon) located in Palmetto Dunes Resort, Hilton Head Island, in Beaufort County, South Carolina, known as Hickory Cove Villas Horizontal Property Regime has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as Hickory Cove Villas Horizontal Property Regime (hereinafter referred to as the "Regime").

Section 2. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property and the Regime. The provisions of these By-Laws shall automatically become applicable to property which may be added to the Regime upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of the Horizontal Property Act of South Carolina and the provisions of this Master Deed.

Section 3. PERSONAL APPLICATION. All present or future co-owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime as they may be amended from time to time. The mere acquisition or rental of any of the Dwelling Units (hereinafter usually referred to as "Apartments") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed, the provisions of the Multi-Family Covenants by Palmetto Dunes Resort, Inc., dated the 1st day of September, 1972, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 201 at Page 1522, and any applicable recorded additions to the foregoing restrictions are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. VOTING. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Apartment or Apartments in the Master Deed. In the event that sponsor duly amends the Master Deed so as to cause the Regime to be enlarged to include the Phase II property, Apartments in Phase II shall be entitled to vote and shall be chargeable with their share of common charges from and after the date of conveyance of the first Apartment in such Phase.

Section 2. MAJORITY OF CO-OWNERS. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners holding fifty-one percent (51%) or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

Section 3. QUORUM. Except as otherwise provided in Section 6 and elsewhere in these By-Laws, the presence in person or by proxy of a majority of co-owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 5. MAJORITY VOTE. The vote of a majority of the apartment owners present at a meeting at which a quorum shall be present shall be binding upon all apartment owners for all purposes except where in the Master Deed or in these By-Laws, or bylaw, a higher percentage vote is required.

ARTICLE III

COUNCIL OF CO-OWNERS

Section 1. COUNCIL RESPONSIBILITIES. The co-owners of the Apartments will constitute the Council of Co-Owners (hereinafter usually referred to as "Council") who will have the responsibility of administering the Property, approving the annual budget, establishing and collecting periodic assessments, and arranging for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the Management Agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of co-owners.

Section 2. PLACE OF MEETINGS. Meetings of the Council shall be at such place, convenient to the co-owners, as may be designated by the Council.

Section 3. ANNUAL MEETINGS. The annual meetings of the Council shall be held at the call of the Regime President once a year on the first Friday in October. At such meetings there shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the co-owners as directed by resolution of the Board of Administration or upon a petition signed by a majority of co-owners and having been presented to the Secretary. A notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice except by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least ten (10), but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. ADJOURNED MEETING. If any meeting of the Council cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Upon the reconvening of said meeting a quorum shall be constituted if co-owners holding at least 25% of the total value of the property in accordance with the percentages assigned in the Master Deed are present at said reconvened meeting.

Section 7. ORDER OF BUSINESS. The order of business at all Annual Meetings of the Council shall be as follows:

- (a) Roll Call.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of Minutes of Preceding Meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Election of Inspectors of Election.
- (g) Election of Administrators.
- (h) Unfinished Business.
- (i) New Business.

The order of business at a Special Meeting of the Council shall include items (a) through (d) above, and thereafter, the agenda shall consist of the items specified in the notice of meeting.

ARTICLE IV

BOARD OF ADMINISTRATION

Section 1. NUMBER AND QUALIFICATION. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of five persons. Until succeeded by the Board Members elected by the Apartment Owners, Board of Administration Members need not be Apartment Owners. So long as the sponsor owns one or more Apartments, the sponsor shall be entitled to elect at least one member of the Board of Administration, who need not be an Apartment Owner. After sponsor has conveyed all apartments and is no longer entitled to elect one member of the Board of Administration, all Board Members shall be Apartment Owners.

Section 2. GENERAL POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law, or by these By-Laws, directed to be executed and done by the Council or individual co-owners.

Section 3. OTHER DUTIES. In addition to duties imposed by these By-Laws, or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the Common Elements.
- (c) Employment, dismissal and control of the Personnel necessary for the maintenance and operation of the common elements.
- (d) Collection of assessments from the co-owners.
- (e) Performing repairs caused by any natural disaster or man-made damage from the escrow account and any special assessment, or causing the same to be done.
- (f) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done.
- (g) Grant or relocate easements which are not inconsistent with the owners full use and enjoyment of the common properties.

- (h) Making of repairs, additions and improvements to or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Administration shall not undertake any repair covered by the warranty without the consent of a majority of the Apartment Owners.

Section 4. MANAGEMENT AGENT. The initial management agent shall be Regime Management Company which is a division of Palmetto Dunes Resort, Inc. and whose contract extends for a period of one year from the establishment of Hickory Cove Villa Horizontal Property Regime. Thereafter, the Board may employ a Management Agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. FIRST BOARD OF ADMINISTRATION. The first Board of Administration consisting of five (5) members shall be designated by the sponsor. These appointments will be temporary and will continue only until the first annual meeting of the Apartment Owners held pursuant to the provisions of these By-Laws. At the first Annual Meeting of the Council, the initial term of office for two (2) members of the Board shall be fixed at three (3) years. The term of office of two (2) members of the Board shall be fixed at two (2) years, and the term of office of one (1) member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting. Provided, however, that sponsor shall continue to be entitled to appoint at least one (1) of the five members of the Board of Administration so long as sponsor owns one or more Apartments in either Phase I or Phase II of the Regime as provided in Section I of this Article. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the period in which the sponsor's designees constitute a majority of the Board of Administration, the Board of Administration shall not enter into any contract having a term which extends beyond the term of the Management Agreement with Regime Management Company.

Section 6. VACANCIES. Vacancies in the Board of Administration caused by reason other than the removal of a member of the Board by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Council.

Section 7. REMOVAL OF MEMBERS OF THE BOARD. At any regular or special meeting of the Council duly called, any one or more of the members of the Board may be removed with or without cause by a majority of co-owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Council shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if during the term of office, he shall cease to be an apartment owner (except as provided in Section 5 regarding Sponsor's appointee).

Section 8. ORGANIZATIONAL MEETING. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board members were elected by the Council, and no notice shall

be necessary to the newly elected Board members in order to legally constitute such a meeting, providing a majority of the Board shall be present.

Section 9. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least one (1) such meeting shall be held each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer, or other designated person, to each Board member, personally or by mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting.

Section 10. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time; place (as hereinabove provided), and the purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of at least two (2) Board members.

Section 11. WAIVER OF NOTICE. Before or at any meeting of the Board, any member of the Board may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. BOARD QUORUM. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of the Board members present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. FIDELITY BONDS. The Board may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

Section 14. COMPENSATION. No Member of the Board of Administrators shall receive any compensation from the regime for acting as such.

Section 15. LIABILITY OF THE BOARD OF ADMINISTRATORS. The members of the Board of Administration shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The apartment owners shall indemnify and hold harmless each of the members of the Board of Administration against all contractual liability to others arising out of contracts made by the Board of Administration on behalf of the Regime unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Administration shall have no personal liability with respect to any contract made by them on behalf of the Regime. It is understood and permissible for the original Board of Administration, who are members of or employed by Palmetto Dunes Resort, Inc. or sponsor, to

contract with Palmetto Dunes Resort, Inc. and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any apartment owner arising out of any contract made by the board of administration or out of the aforesaid indemnity in favor of the members of the Board of Administration shall be limited to such proportions of the total liability thereunder as his interest in the Common Elements bears to the interest of all apartment owners in the Common Elements. Every agreement made by the Board of Administration or by the managing agent or by the manager on behalf of the regime shall provide that the members of the Board of Administration, or the managing agent, or the manager, as the case may be, are acting only as agent for the apartment owners and shall have no personal liability thereunder (except as apartment owners), and that each apartment owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all apartment owners in the common elements.

ARTICLE V

OFFICERS

Section 1. DESIGNATION. The principal officers of the Regime shall be a President, a Vice President, and a Secretary-Treasurer all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary.

Section 2. ELECTION OF OFFICERS. The officers of the Regime shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No officer shall continue to serve as such if, during his term of office, he shall cease to be an apartment owner.

Section 4. PRESIDENT. The President shall be the chief executive office of the Regime. He shall preside at all council meetings of the Regime and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a Regime, including but not limited to the power to appoint committees from among the co-owners from time to time as he may, in his discretion, feel appropriate to assist in the conduct of the affairs of the Regime.

Section 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on a interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the regime in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the office of the Secretary and Treasurer.

NOTICES

Section 1. DEFINITION. Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Administration, any manager or apartment owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Administration, such manager or such apartment owners at such address as appears on the books of the regime. Notice shall be deemed given as of the date of mailing.

Section 2. SERVICE OF NOTICE-WAIVER. Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

OBLIGATIONS OF THE CO-OWNERS

Section 1. ASSESSMENTS FOR COMMON EXPENSES. All co-owners shall be obligated to pay the periodic assessments imposed by the Regime to meet all Regime common expenses, which shall include, among other things, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake and other hazards. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property and for payment of each apartment owner's maintenance assessment due to Palmetto Dunes Resort, Inc. by virtue of the Declaration of Covenants recorded in the office of the Clerk of Court for Beaufort County, in Deed Book 201 at Page 1522. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. [No less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all apartment owners with a copy of the proposed budget for the next calendar year and shall likewise advise them of the amount of the common charges payable by each of them, respectively,] as determined by the Board as aforesaid. Sponsor will be liable for the amount of any assessment against completed apartment within the Regime which have not been sold and sponsor shall have all voting rights attendant to the ownership of said apartment until said units are sold. Payment of the periodic assessment shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate.

The transfer of ownership of an individual apartment within the Regime shall carry with it the proportionate equity of that apartment's ownership in the Regime Escrow account set aside to provide a contingency fund for the maintenance and repair of the Regime Property.

Section 2. ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE. The omission by the Board of Administration before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment

fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his unit.

Section 3. RECORDS. The Manager or Board of Administration shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

Section 4. DEFAULT IN PAYMENT OF COMMON CHARGES. The Board of Administration shall take prompt action to collect any common charge due from any apartment owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any apartment owner in paying to the Board of Administration the common charges as determined by the Board of Administration, such apartment owner shall be obligated to pay interest at the rate of eight (8%) percent per annum on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Administration in any proceeding brought to collect such unpaid common charges. The Board of Administration shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such apartment owner, or by foreclosure of the lien on such apartment granted by Sections 57-514, S.C. Code of Laws, Annotated, 1962, as amended.

Section 5. STATEMENT OF COMMON CHARGES. The Board of Administration shall, for a reasonable fee not to exceed Ten (\$10.00) Dollars, promptly provide any purchaser, unit owner, encumbrancer or prospective encumbrancer of an apartment so requesting the same in writing, with a written statement of all unpaid common charges due from the owner of that apartment and the purchaser's liability therefor shall be limited to the amount as set forth in the statement. Any encumbrancer holding a lien on a condominium apartment may pay any unpaid common charges payable with respect to such condominium apartment and upon such payment such encumbrancer shall have a lien on such apartment for the amounts paid of the same rank as the lien of his encumbrance.

Section 6. MAINTENANCE AND REPAIR.

(a) Each apartment owner must perform work within his own apartment, which, if omitted, would affect the Property in its entirety or in a part belonging to another co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the apartments such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, interior doors, windows, lamps, and all other accessories belonging to the apartment shall be at the expense of the co-owner.

(c) All maintenance, repair and replacement to the common elements as defined in the Master Deed, the painting and decorating of the exterior doors and exterior window sash and the washing of exterior glass shall be made by the Board of Administration or its agent and shall be charged to all the apartment owners as a common expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the apartment owner, in which case the expense shall be charged to such apartment owner.

Section 7. WATER CHARGES AND SEWER RENTS. Water shall be supplied to all apartments and the common elements through one or more meters and the Board of Administration shall pay, as a common expense, all charges for water consumed on the property, including the apartments, promptly after the bills for the same have been rendered. Sewer services shall be supplied by the utility company or district serving the area and shall likewise be paid by the Board of Administration as a common expense.

Section 8. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each apartment through a separate meter and each apartment owner shall be required to pay the bills for electricity consumed or used in his apartment. The electricity serving the common elements shall be separately metered, and the Board of Administration shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

Section 9. USE OF APARTMENTS - INTERNAL CHANGES

(a) All apartments shall be utilized for residential purposes only.

(b) A co-owner shall not make structural modifications or alterations in his apartment or installations located therein without previously notifying the Regime in writing, through the Management Agent, if any, or through the President if no Management Agent is employed. The Regime shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 10. USE OF COMMON ELEMENTS. A co-owner shall not place or cause to be placed in the passages, parking areas or roads, any furniture, packages or obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them and for normal vehicular parking.

Section 11. TERRACES AND BALCONIES. A terrace or balcony to which there is direct access from the interior of an apartment, shall be for the exclusive use of the owner of such apartment. Any such terrace or balcony shall be kept free of debris and all other accumulation by the owner of such apartment who shall also make all repairs thereto caused or permitted, by his negligence, misuse or neglect. All other repairs, in, to or with respect to such terrace or balcony shall be made by the Board of Administration and the cost thereof shall be a common expense. No alterations shall be made to said terrace or balcony without the written consent of the Board of Administration and as a part of an overall modification made throughout the Regime.

Section 12. RIGHT OF ENTRY.

(a) A co-owner shall grant the right of entry to the Management Agent or to any person authorized by the Board in case of any emergency originating or threatening his apartment, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of emergency, the right of entry shall be immediate.

Section 13. RULES OF CONDUCT. In order to assure the peaceful and orderly use and enjoyment of the apartments and common elements of the Regime, the co-owners may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person

or represented by proxy whose aggregate interest in the common element constitutes two-thirds of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of persons on said property of the Regime as it may deem necessary. Such Rules of Conduct, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all apartment owners and the occupants of apartments in the Regime. The following shall constitute the initial Rules of Conduct for the Regime:

(a) Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(b) No residents of the Property shall:

- (1) Post any advertisements or posters of any kind in or on the Property except as authorized by the Regime;
- (2) Hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the property;
- (3) Dust mops, rugs or similar objects from the windows or balconies or clean rugs or similar objects by beating on the exterior part of the Property;
- (4) Throw trash or garbage outside the disposal installation provided for such purpose in the service areas;
- (5) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property;
- (6) Maintain any pets which cause distress to co-owners through barking, biting, scratching or damaging of property.

(c) No Co-owner, resident, or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, or similar objects outside of his dwelling or which protrudes through the walls or the roof of his Dwelling Unit except as authorized by the Board.

Section 14. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS. The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the apartment in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VIII

INSURANCE

The Board of Administration shall be required to obtain and maintain, to the extent reasonably obtainable, the following insurance: (1) fire insurance with extended coverage insuring the building containing the apartments (including all of the apartments and the bathroom and kitchen fixtures initially installed therein by sponsor, but not including carpeting, drapes, wall-covering, fixtures, furniture, furnishings, or other personal property supplied or installed by the apartment owners), together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Regime, the Board of Administration and all apartment owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Admini-

stration, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of the apartment which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provision in favor of the Board of Administration; (2) workmen's compensation insurance; (3) public liability insurance in such amounts and with such coverage as the Board of Administration shall from time to time determine, but at least covering each member of the Board of Administration, the managing agent, the manager and each apartment owner with cross liability endorsements to cover liabilities of the unit owners as a group to an apartment owner if reasonably obtainable, and (4) such other insurance as the Board of Administration may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Administration and that the net proceeds thereof shall be payable to the Board of Administration.

All policies of physical damage insurance shall contain, if reasonably available, waivers of subrogation and waivers of any reduction of pre-rata liability of the insurer as a result of any insurance carried by apartment owners or of invalidity arising from any acts of the insured or any apartment owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of apartments at least ten (10) days prior to the expiration of the then current policies.

Apartment owners should carry insurance for their own benefit insuring their carpeting, wallcovering, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Administration shall not be affected or diminished by reason of any such additional insurance carried by any apartment owner.

ARTICLE IX

AMENDMENTS

Section 1. BY-LAWS. These By-Laws may be amended by the Council in a duly constituted meeting held for such purpose, and no amendment shall take effect unless approved by co-owners representing at least two-thirds (2/3) of the total value of the Property as shown on the Master Deed. So long as the sponsor remains the owner of any apartment in this Horizontal Property Regime, these By-Laws may not be amended so as to adversely affect the sponsor without the sponsor's consent.

ARTICLE X

MORTGAGES

Section 1. NOTICE TO BOARD. A co-owner who mortgages his apartment shall notify the Board through the Management Agent, if any, or the President if there is no Management Agent, of the name and address of his Mortgagee; and the Regime shall maintain such information in a book entitled "Mortgages on Apartments."

Section 2. NOTICE TO MORTGAGEE. The Board shall give thirty (30) days written notice of the following events to all mortgagees of which it has notice:

- (a) Any change in the condominium documents;

- (b) Any unpaid assessments due the Regime from the co-owner(s) (mortgagor(s)) of the apartment;
- (c) Any default by the co-owner (mortgagor) of an apartment in the performance of such co-owners' obligations under the condominium documents when such default is not cured within thirty (30) days.

ARTICLE XI

COMPLIANCE

These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these By-Laws conflict with the provisions of said Statute, it is hereby agreed that the provisions of the Statute will control.

EXHIBIT "G"

The apartment types and the percentage of undivided interest in the common elements appurtenant to each apartment in Phase II is as follows:

Apartment Number	Value	Percentage for Phase II only
1-A	\$68,900.00	1.99
2-B	72,900.00	2.11
3-A	68,900.00	1.99
4-A	57,900.00	1.96
5-B	72,900.00	2.11
6-A	68,900.00	1.99
7-B	72,900.00	2.11
8-A	61,900.00	1.79
9-B	65,900.00	1.92
10-A	61,900.00	1.79
11-A	59,900.00	1.73
12-B	65,900.00	1.92
41-B	65,900.00	1.92
42-A	59,900.00	1.73
43-B	65,900.00	1.92
44-B	63,900.00	1.85
45-A	59,900.00	1.73
46-B	65,900.00	1.92
47-A	59,900.00	1.73

NOTE: The total value of the property in Phase II only is \$1,250,100.00.
The total value of the property for Phase I and Phase II is \$3,453,800.00.

EXHIBIT "H"

The Percentage of undivided interest in the common elements appurtenant to each apartment now or hereafter made subject to this Master Deed is as follows:

Apartment Number	Value	percentage for (Phase I only)	percentage for Phase I & Phase II
13-B	\$71,900.00	3.26	2.08
14-A	65,900.00	3.00	1.92
15-B	69,900.00	3.17	2.02
16-A	67,900.00	3.08	1.96
17-B	71,900.00	3.26	2.08
18-A	67,900.00	3.08	1.96
19-A	67,900.00	3.08	1.96
20-B	71,900.00	3.26	2.08
21-B	71,900.00	3.26	2.08
22-A	65,900.00	3.00	1.92
23-B	69,900.00	3.17	2.02
24-A	67,900.00	3.08	1.96
25-A	67,900.00	3.08	1.96
26-A	65,900.00	3.00	1.92
27-B	71,900.00	3.26	2.08
28-B	71,900.00	3.26	2.08
29-A	65,900.00	3.00	1.92
30-B	69,900.00	3.17	2.02
31-A	67,900.00	3.08	1.96
32-A	67,900.00	3.08	1.96
33-B	69,900.00	3.17	2.02
34-B	71,900.00	3.26	2.08
35-A	56,900.00	2.58	1.64
36-B	61,900.00	2.81	1.79
37-B	63,900.00	2.90	1.85
38-B	65,900.00	3.00	1.92
39-A	57,900.00	2.62	1.67
40-A	59,900.00	2.71	1.73
51-B	65,900.00	3.00	1.92
52-A	59,900.00	2.71	1.73
48-B	65,900.00	3.00	1.92
49-B	63,900.00	2.90	1.85
50-A	59,900.00	2.71	1.73
1-A	68,900.00		1.99
2-B	72,900.00		2.11
3-A	68,900.00		1.99
4-A	57,900.00		1.96
5-B	72,900.00		2.11
6-A	68,900.00		1.99
7-B	72,900.00		2.11
8-A	61,900.00		1.79
9-B	65,900.00		1.92
10-A	61,900.00		1.79
11-A	59,900.00		1.73
12-B	65,900.00		1.92
41-B	65,900.00		1.92
42-A	59,900.00		1.73
43-B	65,900.00		1.92
44-B	63,900.00		1.85
45-A	59,900.00		1.73
46-B	65,900.00		1.92
47-A	59,900.00		1.73
		<u>100.00</u>	<u>100.00</u>

OTE: The total value of the property in Phase I only is \$2,203,700.00.
 The total value of the property for Phase I and Phase II is \$3,453,800.00.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) AMENDMENTS TO BY-LAWS OF
) HICKORY COVE VILLAS HORIZONTAL
) PROPERTY REGIME

WHEREAS, the Master Deed of the Hickory Cove Villas Horizontal Property Regime is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 210; at Page 1560; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at a duly constituted meeting held for such purpose, which was held on October 1, 1982, did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the changes to the following articles and said articles shall now read:

1. ARTICLE VII, Section 10, USE OF COMMON ELEMENTS. A co-owner shall not place or cause to be placed in the passages, parking areas or roads, any furniture, packages, or obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them and for normal vehicular parking. Such normal use shall not include the parking of and use through the parking areas of mopeds, campers, boats, trailers, over-sized recreational vehicles and commercial vans.

2. ARTICLE VII, Section 13 (b) No residents of the Property shall:

- (1) Post any advertisements or posters of any kind in or on the Property except as authorized by the Regime;
- (2) Hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the property;
- (3) Dust mops, rugs or similar objects from the windows or balconies or clean rugs or similar objects by beating on the exterior part of the Property;
- (4) Throw trash or garbage outside the disposal installation provided for such purpose in the service areas;
- (5) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property;
- (6) Maintain any pets which cause distress to co-owners through barking, biting, scratching or damaging of property.

approved an Amendment to the said By-Laws as it pertains to the number of members of the Board of Administration; and

NOWHEREFORE, the Council of Co-Owners by and through the Board of Administration, hereby amends the By-Laws of the Hickory Cove Villas Horizontal Property Regime Article IV, Section 1, such that said Section shall hereinafter provide as follows:

**"ARTICLE IV
BOARD OF ADMINISTRATION**

Section 1. **NUMBER AND QUALIFICATION.** The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of seven persons. Until succeeded by the Board Members elected by the Apartment Owners, Board of Administration Members need not be Apartment Owners. So long as the sponsor owns one or more Apartments, the sponsor shall be entitled to elect at least one member of the Board of Administration, who need not be an Apartment Owner. After sponsor has conveyed all apartments and is no longer entitled to elect one member of the Board of Administration, all Board Members shall be Apartment Owners."

IN WITNESS WHEREOF, the Council of Co-Owners of Hickory Cove Villas Horizontal Property Regime, by its Board of Administration, has caused this Amendment to be executed effective the date and year first above written.

WITNESSES:

**HICKORY COVE VILLAS HORIZONTAL
PROPERTY REGIME**

Kimberly C. Moore
Witness

By: James P. Jeter
Its: President

John J. King
Witness

Attest: Robert J. Parkil
Its: Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)

PROBATE

Personally appeared before me, the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named President of Board of Administration for Hickory Cove Villas Horizontal Property Regime sign the within Amendment to the By-Laws of the Hickory Cove Villas Horizontal Property Regime and that the undersigned Notary Public witnessed whose signature appears above, witnessed the execution thereof.



SWORN to before me this 20
day of April, 2005.

Kimberly C. Asch
Notary Public of South Carolina
My Commission Expires: 10/12/14

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STATE OF SOUTH CAROLINA)
) AMENDMENTS TO BY-LAWS OF
 COUNTY OF BEAUFORT) HICKORY COVE VILLAS HORIZONTAL
) PROPERTY REGIME

WHEREAS, the Master Deed of the Hickory Cove Villas Horizontal Property Regime is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 210; at Page 1560; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at a duly constituted meeting held for such purpose, which was held on October 1, 1982, did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the changes to the following articles and said articles shall now read:

1. ARTICLE VII, Section 10, USE OF COMMON ELEMENTS. A co-owner shall not place or cause to be placed in the passages, parking areas or roads, any furniture, packages, or obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them and for normal vehicular parking. Such normal use shall not include the parking of and use through the parking areas of mopeds, campers, boats, trailers, over-sized recreational vehicles and commercial vans.

2. ARTICLE VII, Section 13 (b) No residents of the Property shall:

- (1) Post any advertisements or posters of any kind in or on the Property except as authorized by the Regime;
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- (4) Throw trash or garbage outside the disposal installation provided for such purpose in the service areas;
- (5) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property;
- (6) Maintain any pets which cause distress to co-owners through barking, biting, scratching or damaging of property.

1965

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) IN THE PROBATE COURT

IN THE MATTER OF)
Heather Elaine Helfrich, A Minor)
) ORDER OF TRANSITION
minor/or person incapable of) Probate Court File No. C-82-268
managing his/her own affairs,)

As of this date, July 1, 1987, the South Carolina Probate Code, codified as Title 62 of the Code of Laws of South Carolina, 1976, becomes effective, and by virtue of its terms, the within guardianship/committeeship shall become a conservatorship, and the guardian/committee shall hereafter be referred to as conservator. A copy of the limited letters of conservatorship are attached hereto and made a part hereof, noting that the powers, duties and responsibilities of the conservator shall remain precisely and exactly as the powers, duties and responsibilities of the fiduciary prior to the implementation of the new law and the change of terminology, the provisions of the new law to the contrary notwithstanding. This limitation is deemed necessary in the interest of justice, and in order to provide a proper transition for bondsmen on the bond of the fiduciary herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the powers, duties and responsibilities of the conservator herein are, and shall be, precisely and exactly like the powers, duties and responsibilities enjoyed prior to the effective date of the South Carolina Probate Code, without expansion or enlargement, pending further order of this Court.

IT IS FURTHER ORDERED that pursuant to Section 62-5-421, Code of Laws of South Carolina, 1976, as amended, the conservator shall forthwith record the attached letters of conservatorship in the Office of the R.M.C. and notify this court when the recording has been completed.

AND IT IS SO ORDERED.

Given under my hand and seal of office this 1st day of July, 1987.

Probate
FILED
CLERK OF COURT
S. C.
7-31-87
AUG 31 1987
S. J. DAVIS
CLERK OF COURT

Evelyn W. Shelley
EVELYN W. SHELLEY, JUDGE
PROBATE COURT
BEAUFORT COUNTY, S.C.

(7) Allow the parking of and use through the parking areas of mopeds, campers, boats, trailers, oversized recreational vehicles and commercial vans.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 26th day of August, 1987.

IN WITNESS WHEREOF, Property Administrators, Inc., has set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

PROPERTY ADMINISTRATORS, INC.

WITNESSES:

Carol Garrett
A.R. Grant Morehouse

By: [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me, Carol Garrett and made oath that (s)he saw the within Donald Charlston Property Administrators, Inc., sign, seal and as his free act and deed, deliver the within written instrument, and that (s)he with A.R. Grant Morehouse witnessed the execution thereof.

Carol Garrett

SWORN TO before me this 26th day of August, 1987.

A.R. Grant Morehouse
Notary Public for South Carolina
My Commission Expires: _____

BEAUFORT COUNTY S.C. RECORDED 10/29 SEP. 1st 1987 4 81 PM 1965 A
A.M.
5/10 Lloyd H. Doster
REGISTRATION & RECORDS CONVEYANCE

104

LEG18/012

18730

395

STATE OF SOUTH CAROLINA)	AMENDMENT TO BY-LAWS OF
)	HICKORY COVE VILLAS
COUNTY OF BEAUFORT)	PROPERTY REGIME

WHEREAS, the Master Deed of the Hickory Cove Villas Horizontal Property Regime is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 210 at Page 1560; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at the October 6, 1990 meeting held for such purpose, did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the addition to Article VII, Section 6(d). to read:

Section 6. MAINTENANCE AND REPAIRS section(c). Owners who experience electrolysis in their units will be responsible for the costs involved to repair same. However, if a pipe breaks between two units (which is caused by electrolysis) the costs will be split between the units effected.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 6 day of May, 1993.

LEG18/012

396

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, Donald F. Christy, President,
Property Administrators, Inc., who, being duly sworn, deposes and says:

That he is the duly constituted manager of Hickory Cove Villas
Horizontal Property Regime.

That he was requested by the Regime Officers, following the Regime
annual meeting, to solicit a response of all Co-Owners indicating their
approval of the attached Amendment to the Regime By-Laws;

That a majority approval of the Co-Owners representing at least
two-thirds of the total value of the Regime property was obtained and
such is on record at his office;

That he, as the duly constituted manager of Hickory Cove Villas
Horizontal Property Regime was requested to prepare and file of record
this Amendment to the Regime By-Laws.


Donald F. Christy

SWORN to before me this 6
day of May, 1993.


Notary Public for South Carolina

My Commission Expires: 3/29/98

LEG18/012

397

IN WITNESS WHEREOF, Property Administrators, Inc. set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

WITNESSES:

PROPERTY ADMINISTRATORS, INC.

Carol Garrett
A.R. Grant Morehouse

Donald F. Christy
Donald F. Christy, President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Carol Garrett and made oath that (s)he saw the within Donald F. Christy, President of Property Administrators, Inc., sign, seal and as his free act and deed, deliver the within written instrument, and that (s)he with A. R. Grant Morehouse witnessed the execution thereof.

Carol Garrett
Carol Garrett

SWORN to before me this 6
day of May, 1993.

A.R. Grant Morehouse
Notary Public for South Carolina

My Commission Expires: 3/29/98

@Machover
FILED
THERESA A. MORRIS
R.M.C.
BEAUFORT COUNTY, S.C. */MLL*
93 JUN 15 AM 11:49
BK *631* PG *395*
FOLDER #

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