

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

MASTER DEED
ESTABLISHING
CLUB COURSE VILLAS HORIZONTAL PROPERTY REGIME (NO. 79)
Heritage Investors IV, Declarant

Prepared by:

Carol P. Cramer, Esq.
Hewlette & Cramer, P.A.
P.O. Box 5520
Hilton Head Island, SC 29938

RMC
BEAUFORT COUNTY
RECEIVED

'85 JUL 31 PM 3 05

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MASTER DEED
ESTABLISHING
CLUB COURSE VILLAS HORIZONTAL PROPERTY REGIME (NO. 79)

Heritage Investors IV, Declarant

KNOW ALL MEN BY THESE PRESENTS, that this Master Deed, made on the date hereinafter set forth by Heritage Investors IV, a South Carolina limited partnership (hereinafter called the "Declarant");

W I T N E S S E T H, That:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land containing 2.43 acres more or less and being located on Hilton Head Island, in Beaufort County, South Carolina, being more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, together with all improvements situated thereon; and

WHEREAS, Declarant has the right, pursuant to that certain Declaration of Covenants and Restrictions For Residents' Club, Hilton Head Island, South Carolina And Provisions For Residents' Club Owners' Association, Inc. dated December 27, 1979 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 296 at Page 108 on February 4, 1980 and re-recorded in Deed Book 342 at Page 996 on February 26, 1982, and any supplements and amendments thereto (the "Declaration"), to submit said Exhibit A land and improvements, or any portion(s) thereof to the terms of said Declaration and to convey any portion thereof to the said Residents' Club Owners' Association, Inc. as common properties of said Residents' Club Owners' Association, Inc., all as more particularly described in the Declaration; and

WHEREAS, Declarant desires at this time to submit that portion of said land as is described in Exhibit A-I hereto

and referred to as Phase I and improvements thereon to the provisions of Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended (hereinafter sometimes called the "Act"), thereby establishing a Horizontal Property Regime to be known as Club Course Villas Horizontal Property Regime; and

WHEREAS, Declarant further desires at this time to submit said Exhibit A-I land and improvements, together with the property described at Exhibit A-II attached hereto (which Exhibit A-II and Exhibit A-I property are collectively referred to as Parcel I on the Plat) to the terms of the Declaration; and

WHEREAS, Declarant further desires to convey the property described at Exhibit A-II attached hereto to the Residents' Club Owners' Association, Inc., as common property thereof, in witness whereof, Declarant has executed and has caused or shall cause to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina that certain Supplemental Declaration of Covenants and Restrictions for Residents' Club, Hilton Head Island, South Carolina (the "Supplemental Declaration"), a copy of which Supplemental Declaration is attached hereto as Exhibit G, thereby submitting the Exhibit A-I and Exhibit A-II (Parcel I) property to the terms of the Declaration and has executed and has caused or shall cause to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, a deed of said Exhibit A-II property to the Residents' Club Owners' Association, Inc.; and

WHEREAS, said Exhibit A-I or Phase I land and improvements are shown on that certain "As-Built of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation," referenced at Exhibit B attached hereto, prepared by Coastal Surveying, Inc. and certified to by Jerry L. Richardson, South Carolina R.L.S. #4784 (S.C.), dated July 15, 1985 and revised July 24, 1985, (hereinafter called the "Plat"), to be recorded simultaneously with the recording of this Master Deed, in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, the individual condominium units within said improvements are shown on those certain plans of Club Course Villas referenced at Exhibit C attached hereto, prepared by Lee, McCleskey and Miller, Inc. and certified by Paul H. Miller, dated September 1, 1984 (hereinafter called the "Plans"), to be recorded, simultaneously with the recording

of this Master Deed, in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, as hereinafter provided in this Master Deed, Declarant has reserved and retained the right, privilege, and option for itself and its successors and assigns, to submit to the provisions of this Master Deed and the Act at a later time as part of Club Course Villas Horizontal Property Regime (No. 79), the "Additional Phase" as defined in Article II, Section 11, hereof, which additional Phase if submitted shall include as much of, or all of, the Exhibit A property not submitted herewith, as may be determined by the Declarant in its sole discretion, which property is further described in Exhibit A-III attached hereto and is referred to on the Plat as Parcel II; and

WHEREAS, as hereinafter provided in this Master Deed, Declarant has reserved and retained the right, privilege, and option for itself and its successors and assigns, to submit to the Declaration at a later time said Exhibit A-III property and any improvements thereon or portion thereof and to convey to the Residents' Club Owners' Association, Inc., as common property thereof, any portion of such Exhibit A-III property as is not dedicated to the within Master Deed.

NOW, THEREFORE, Declarant does hereby make, declare, and publish its intention and desire to submit, and does hereby submit, the land described in Exhibit A-I ("Phase I") and the improvements thereon to the provisions of the Act, to any further amendments of the Act, and to all provisions herein contained (said land and improvements together with such Additional Phase as may be added to Club Course Villas Horizontal Property Regime as hereinafter provided, sometimes referred to herein as the "Regime").

ARTICLE I REFERENCES AND DEFINITIONS

Section 1. General Description. The terms used in this Master Deed, unless otherwise specified or unless the context otherwise requires, or unless otherwise specified in the Act, shall have the meanings set forth hereinafter. Statutory references shall be construed as meaning the referenced section of the Act, or portion thereof, as the same may exist from time to time.

(1) "Assessment" means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Unit Owners.

(2) "Association" means Club Course Villas Owners' Association, Inc., a South Carolina non-profit corporation, which entity is responsible for the operation of the Regime.

(3) "Association Properties" means such properties as are owned by the Association from time to time in accordance with the terms of this Master Deed.

(4) "Board of Administration" or "Board of Directors" or "Board" means the representative body responsible for administration of the Association.

(5) "Bylaws" means the Bylaws of Club Course Villas Horizontal Property Regime and Club Course Villas Owners' Association, Inc., as shown on Exhibit D and as said Bylaws may be amended from time to time.

(6) "Common Elements" means the portions of the Property having been submitted by Declarant to the Regime but not included in the Units. Common Elements shall include the tangible personal property required for maintenance and operation of the Regime, even though owned by the Association.

(a) "General Common Elements" The General Common Elements will be as follows:

(i) The Property having been submitted by the Declarant to the Regime, excluding the Units and the Limited Common Elements, and including, but not limited to, the land on which the Units are constructed, the foundations, roofs, stairways, exterior portions of perimeter walls, floors, separating units, load-bearing interior walls and partitions, slabs, concrete floors, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.

(ii) Building corridors and stairwells, elevator(s) and elevator equipment room(s), electrical room(s), trash and compactor room(s), pump room(s), equipment room(s), telephone distribution room(s), storage room(s), and atrium area(s) and

planter(s), all except as may otherwise be designated as a Limited Common Element.

- (iii) All walkways, paths, trees, shrubs, yards, gardens and any irrigation system included in the Property, if any.
- (iv) Any installations on the Property outside of the Units for services such as power, light, natural gas, telephone, television, water and other similar utilities.
- (v) Any sewer, drainage and irrigation pipes, on the Property excluding those which may be designated in this Master Deed as part of the Units, and excluding those which are the property of the utility district or company.
- (vi) All areas not designated as Limited Common Elements and not described as lying within the boundaries of a Unit, and all other elements of the Property constructed or to be constructed on the Property constituting the Regime 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.
- (vii) In case of a conflict between the provisions of this Article I, Section 1(6)(a) and Article II, Section 4, said Article II, Section 4 shall control.

(b) "Limited Common Elements" means and includes those Common elements, if any, which are reserved for the use of a certain Unit or Units to the exclusion of all other units, including, without limitation, the storage areas, patios, decks and/or balconies located adjacent to or beneath and serving a particular Unit(s) and any screen porches, and stairways affording access to any such decks, balconies or screen porches.

(7) "Common Expenses" means the expenses for which the Unit Owners are liable to the Association.

(8) "Condominium Documents" means this Master Deed, the Bylaws and all exhibits hereto, as the same may be amended from time to time.

(9) "Declarant" means Heritage Investors IV, a South Carolina limited partnership, its successors and assigns.

(10) "Horizontal Property Act" or the "Act" means and refers to the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976, as amended, and all amendments to the "Horizontal Property Act" adopted and enacted from time to time.

(11) "Institutional Mortgagee" means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or mortgage investment trust, a lender generally recognized in the community as an institutional lender or the Declarant, its successors and assigns when it takes a purchase money mortgage.

(12) "Master Deed" means this instrument, as it may from time to time be amended.

(13) "Phase I" means that portion of the Property consisting of _____ acres more or less as described and shown on Exhibit A-I which Phase I is being dedicated to the Regime upon the filing of the within Master Deed.

(14) "Additional Phase" means that remaining portion of the Exhibit A Property not included in the Exhibit A-I or A-II Property and included in the Exhibit A-III property, consisting of 1.29 acres more or less as described and shown on Exhibit A-III, which portion of the Exhibit A property is subject to the rights of Declarant described in Article II, Section 11 hereof.

(15) "The Property" means the land and any easements granted hereby and described in Exhibit A-I; the building (improvements) constructed, or to be constructed upon the land, the proposed Units which are or may be enclosed within such buildings as described hereinafter in this Master Deed and which are portrayed graphically on the Plans contained in Exhibit C; and all other improvements and property, real, personal and mixed, situated upon or appurtenant to the land, which are now or hereafter part of Club Course Villas Horizontal Property Regime.

(16) "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit

(17) "Unit" refers to each of the separate and identified apartments delineated in the Plans attached to the Master Deed as Exhibit C and when the context permits, includes the Common Elements appurtenant thereto.

(18) "Unit Owner" means the owner of a Unit in fee simple.

(19) Unless the context otherwise requires, all other terms in this Master Deed shall be assumed to have the meaning attributed to each particular term by the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976, as amended, as of the date of this Master Deed.

ARTICLE II THE REGIME; UNIT DESCRIPTIONS

Section 1. General Description. The name of the Regime located on the real property on Hilton Head Island, Beaufort County, South Carolina, and more particularly described in Exhibit A-I hereto is "Club Course Villas Horizontal Property Regime (No. 79)." The Regime presently consists of the property described in Exhibit A-I, constituting the first phase of the Regime, together with the improvements situated thereon. The improvements in Phase I include, but are not limited to one (1) structure containing three (3) stories and a total of eleven (11) residential condominium units, as said Units are shown and labeled on the Plans.

Section 2. Plans and Certification. Each Unit is depicted on the Plans and is constructed substantially in accordance with the Plans as evidenced by the certification attached hereto as Exhibit C-I, said certification being that which is required by the Act.

Section 3. Description and Identification of Units. Identifying numbers of the Units are set forth in Exhibits C, and E, and descriptions of the Units by type are set forth in Exhibit E, attached hereto and incorporated herein by this reference.

Section 4. Boundaries.

(a) The horizontal (upper and lower boundaries) of each Unit are the interior unfinished surfaces of the floors and ceilings of each Unit.

(b) The vertical or perimetric boundaries of each Unit, extended to an intersection with the upper and lower boundaries, are as follows:

- (1) As to all Unit exterior walls which physically divide the Unit from Common Elements of the building, the boundary shall be the vertical plane of the interior surface of the exterior sheathing subject to such encroachments as now exist or may be caused or created by the construction, settlement or movement of the building or by permissible repairs, construction or alterations. All insulated glass windows and all doors directly accessing the Unit are part of the Unit.
- (2) As to the Unit exterior walls, which physically divide one Unit from another Unit, the boundary shall be the vertical plane of the center line of said partition walls.
- (3) All vertical planes of each Unit shall extend to intersections with each other.

(c) All wallboard, tiles, paint, finished flooring, carpet and any other materials constituting any part of the finished surfaces of the walls, floors and ceilings which are the boundaries of a Unit, together with all speakers, telephones, and other communication equipment and all built-in light fixtures, wires, service outlets, vent outlets, heating and cooling units and duct work, electrical switches, thermostats, toilet and other bathroom fixtures and any and all other similar mechanical or physical fixtures which are within the perimetric walls or ceilings and serving a single Unit or within the space above the ceiling and below the slab forming the floor of the Unit above or, in the case of the top floor, the roof above, are a part of the Unit.

(d) Any conduit, sleeve bearing column and all other similar mechanical or physical fixtures except any designated in Paragraph (c) above, whether or not it lies partially within and partially outside the designated boundaries of a Unit, is a Common Element.

(e) Subject to the provisions of Paragraph (d), all spaces, interior non-bearing partitions, and other fixtures and improvements within the boundaries of a Unit installed within the perimetric walls or ceilings whether, as a part

of the original construction or as a part of subsequent construction, are a part of the Unit.

(f) The heating and air-conditioning condenser servicing the Unit and located outside of the perimetric boundaries of the Unit, and all pipes, ducts, wires and conduits connecting such equipment to the Unit, as well as electric service lines originating at the individual meter measuring the consumption of electricity for the Unit, and lateral water and sewer lines exclusively serving the Unit, are part of the Unit.

(g) Notwithstanding any of the foregoing, 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 unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety, and usefulness of the remainder of the building shall be deemed to be a part of any unit.

Section 5. Subdivision of Units. There shall be no subdivision of any of the Units.

Section 6. Description of Common Elements. The Common Elements, as defined in Article I, consist of all portions of the Regime other than the Units.

Section 7. Allocation of Undivided Interests in Common Elements. Pursuant to the provisions of the Act, the undivided interest in the Common Elements hereby allocated to each Unit hereby dedicated to the Regime as part of Phase I is set forth in Exhibit F, attached hereto and incorporated herein by this reference. The undivided interest in the Common Elements hereby allocated shall not be altered without the acquiescence of the Owners of all Units expressed in an amendment to this Master Deed duly recorded, except pursuant to Section 11(e) hereof upon the dedication of the hereinafter described Additional Phase to the Regime.

Section 8. Assignment of Common Elements as Limited Common Elements. Those Common Elements, if any, which are reserved for the use of a certain Unit or Units to the exclusion of all other Units including, but not by way of limitation, any storage areas or patios, decks and/or balconies located adjacent to and serving a particular Unit, and any stairways affording access to any such decks,

balconies and screen porches, are hereby assigned as Limited Common Elements to the Unit(s) to which they are adjacent and from which there is direct access, or to the exclusive use of which they are reserved or designated in this Master Deed or in the Plans.

Section 9. Upkeep of Units by Owners.

(a) Each Unit Owner shall be responsible for maintenance and repair of each of the following, whether it shall be defined as within a Unit or not:

- (1) the doorways, windows, vents, and other structural elements in the walls, floors and ceilings of the Unit which are regarded as enclosures of space;
- (2) the doors opening into the Unit and into any mechanical area integral to the Unit, including the frames, casings, hinges, handles, and other fixtures which are part of the doors;
- (3) the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Unit;
- (4) the metal flue and the plumbing and mechanical vents which exclusively serve the Unit;
- (5) the appliances, air conditioning and heating units and condensers, hot water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, framing, floor joists, trusses, beams, insulation, structural slab and fill, and other fixtures, furnishings and building materials which are part of the Unit when delivered to the initial Unit Owner;
- (6) the screens, awnings, partitions, railings, balustrades, bounding or enclosing any deck, walkways, balcony, patio, screen porch, staircase affording access exclusively to any such screen porch, patio or deck, storage area or service area that is integral and exclusive to the Unit, the treated wood decking or concrete surface within any such area, and any other Common Elements herein assigned as a Limited Common Element to a particular Unit(s);

- (7) all pipes, wires, conduits, ducts, and other plumbing, mechanical and electrical appurtenances which are integral and exclusive to the Unit, including lamps attached to the exterior of the Unit, and including water pipes serving the Unit extending to the meter, sewer pipes serving the Unit, and the underground drainage system beneath the Unit, if applicable; and
- (8) any damage to a contiguous Unit or a Unit beneath any Unit Owner directly caused by a negligent action or inaction within the Unit Owner's Unit, which directly or indirectly causes damages to the downstairs or contiguous Unit.
- (9) The foregoing list shall not be interpreted as a representation by Declarant that any of the foregoing appointments or features exist or shall exist, unless such item is designated on the Plans or on the Plat.

(b) In the event that the Association determines that any Unit Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair, or replacement of items for which he is responsible under this Master Deed, then, in that event, the Association, except in the event of an emergency situation, shall give such Unit Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement at such Unit Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Unit Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. In the event of an emergency situation or the failure of any Unit Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Unit Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such Unit Owner and his Unit are subject

and shall become a lien against such Unit as provided herein.

Section 10. Utilities Easement. There shall be a general easement in favor of the Association upon, across, above, and under all of the property and improvements submitted herein, and expressly including the Units, for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, gas, water, sewers, telephone, and electricity, or other community service if and when installed, such as, but not limited to, a master television antenna, cable television system, or security system should the Association determine to have such a system or systems installed. By virtue of this easement, the Association shall be expressly permitted to erect and maintain the necessary poles and other necessary equipment on the Common Elements of the Regime, and to affix and maintain wires, conduits, cables, and the like on, above, across, under and through the roofs and exterior walls of the improvements in the Regime, including those forming a part of a Unit. Should any person furnishing such service covered by this section request a specific easement by separate recordable document, the Association shall have the right to grant such easement under the terms hereof.

Section 11. Additional Phase.

(a) Declarant hereby expressly reserves the right, privilege and option, to be exercised in its sole discretion, to expand the Regime as set forth herein.

(b) Declarant shall have the option to expand the Regime by dedicating additional property thereto in up to one (1) additional phase in accordance with this Section 11 at anytime until the expiration of five (5) years after the date of recordation of this Master Deed, and said option shall not expire prior to that time unless Declarant files an agreement in the Office of the Clerk of Court for Beaufort County, South Carolina, waiving said option.

(c) The property that Declarant may add to the Regime is described in Exhibit A-III, attached hereto and incorporated herein by this reference (referred to herein as the "Additional Phase" or "Parcel II"). Declarant shall have the further right to submit any and all of said Exhibit A-III property to the terms of the Declaration and the further right to convey any Exhibit A-III property, or portion thereof, not submitted to the terms of this Master

Deed as the Additional Phase to the Residents' Club Owners' Association, Inc. as common property thereof. The portion of the aforesaid Exhibit A-III property as is described in Exhibit A-IV attached hereto is the property intended by the Declarant, as of the date of the filing of this Master Deed, to be dedicated as a separate phase to the Regime. The Declarant reserves the right to dedicate all, or any portion, of such Exhibit A-III property at its sole discretion to the Regime, or not to dedicate any such property or phase to the Regime. There shall be no limitations as to the location or configuration of any Units or Common Elements, or any other improvements that Declarant will construct on the Additional Phase, except that the maximum number of Units that may be constructed on the Additional Phase is eleven (11), and the maximum number of additional buildings containing such Units shall be one (1). The portion of the aforesaid Exhibit A-III property as is described in Exhibit A-V attached hereto is the property intended by the Declarant, as of the date of the filing of this Master Deed, to be conveyed to the Residents' Club Owners' Association, Inc. as common property upon the dedication of Phase II to the within Master Deed. It is the intention of Declarant as of the date of the filing of this Master Deed, to submit to the Declaration, the Exhibit A-III property, upon the dedication of the Additional Phase to the terms of this Master Deed.

(d) All Units created in the Additional Phase shall be restricted exclusively to residential use and any structures erected on the Additional Phase added to the Regime will be compatible with structures now located in the Regime in terms of quality of construction, the principal materials to be used, and architectural style. If the Additional Phase is added to the Regime, Declarant has the right, but not the obligation, to construct thereon such recreational facilities and other improvements as Declarant, in its sole discretion, shall deem desirable, provided that no assurances are made by Declarant that any such improvements shall be constructed. All Units created on any portion of the Additional Phase added to the Regime will be substantially similar to the Units on the property presently encumbered by this Master Deed.

(e) No limitations are placed on the right of Declarant to create Limited Common Elements within the Additional Phase added to the Regime or to designate Common Elements therein which may subsequently be assigned as Limited Common Elements. The undivided interest in the Common Elements and the liability for common expenses in the

Regime will be reallocated among all Units in the Regime, after the addition of the Additional Phase. Exhibit F-I establishes the estimated percentage or fraction of such undivided interests and liabilities of the Phase I Units upon dedication to the Regime of the Additional Phase as contemplated by the Declarant upon execution and recording hereof. The interest percentages or fractions set forth on said Exhibit F-I are subject to reallocation and change in accordance with such Additional Phase as are actually dedicated to the Regime by the Declarant pursuant to this Section 11. Each Unit created in the Additional Phase and added to the Regime will be allocated voting rights in proportion to its percentage interest in the Common Elements and the voting rights in the Association of Owners of Units of the Exhibit A-I property shall thereupon be adjusted to reflect the adjustment in percentage interest allocated to such Units.

(f) In the event that the option to add the Additional Phase expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Phase, any covenants, conditions, or restrictions of any kind whatsoever.

(g) The option reserved under this Section 11 may be exercised by Declarant only by the execution and recordation by the Declarant of an appropriate amendment to this Master Deed. Upon such amendment to this Master Deed and the recordation of any required plats and plans in accordance with the Act, the provisions of this Master Deed shall then be understood as and construed as embracing the parcel described in Exhibit A-I together with so much of the Additional Phase as may be actually thereby submitted to the terms hereof and to the Act, together with all improvements located thereon.

Section 12. Easements. Declarant has reserved and hereby does reserve for the benefit of Declarant, and its successors and assigns in title to the Additional Phase, for the benefit of and as an appurtenance to the Additional Phase and as a burden upon the property encumbered hereby and upon the Exhibit A property in its entirety, as applicable, a perpetual, non-exclusive right and easement for (1) pedestrian and vehicular access, ingress, and egress over and across all roads and driveways from time to time located thereon, including the right for vehicular parking, (2) the installation, maintenance, repair and use of utility facilities and distribution lines, including, without limitation, storm sewers and electrical, gas, telephone,

water and sanitary sewer lines, and (3) drainage and discharge of surface water, provided that such drainage and discharge shall not materially damage or affect the property submitted by this Master Deed or any improvements located thereon. In addition, Declarant and its duly authorized agents, assigns, representatives, and employees shall have, for so long as Declarant owns any Unit primarily for the purpose of sale or has the unexpired option to add the Additional Phase to the Regime, an easement over and upon properties of the Regime including the Common Elements for installation and maintenance of signs and for the installation and operation of a sales office, a construction office, a business office, and model Units in the Regime, together with such other facilities as in Declarant's sole discretion may be reasonably required, convenient or incidental to the completion, improvement, and sale of Units in the Additional Phase.

Section 13. Rights of Units Owners; Transfer of Units.
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 Units may be conveyed and recorded as individual properties capable of independent use, each having its own exit to the Common Elements of the Regime, and each Unit Owner having an exclusive and particular right over his respective Unit together with its specified undivided interest in the Common Elements of the Regime.

On the transfer of a Unit, a deed effecting that transfer conveys all the seller's interest in that Unit, including its percentage interest in the Common Elements, to the purchaser, including the seller's interest in the real and personal property of the Association, any reserve accounts applicable to that Unit, and in any cause of action or chose in action either of the Association or arising out of his ownership of that Unit, whether or not those interests are expressly described in the deed.

The Owner of any Units dedicated to the Regime by Declarant as provided herein shall have the full legal rights and be obligated as allowed or required by South Carolina law. The Unit Owners, by purchasing and accepting a Unit of the Regime, hereby acknowledge that further phase construction and dedication by Declarant shall diminish the percentage of ownership in the common property as described and provided in Exhibit F hereto and in other applicable portions of this Master Deed.

Each present and future Unit Owner, tenant, future tenant, or any other person who might use the facilities of the Regime in any manner, including those who may lease from the Declarant, shall comply with the provisions of this Master Deed and authorized amendments thereto, with that certain Declaration of Covenants, Conditions and Restrictions by Sea Pines Plantation Company and recorded in Book 224 at Page 1036 in the Office of the Clerk of Court for Beaufort County, South Carolina and amendments thereto recorded in Deed Book 232 at Page 937 in the Office of the Clerk of Court for Beaufort County, South Carolina, and with that certain Declaration of the Sea Pines Plantation Company recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 124 at Page 35, and as may be amended, and any other covenants, restrictions, and easements of record including, without limitation, those set forth in instruments recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 as amended in Deed Book 223 at Page 2046, in Deed Book 224 at Page 472, in Deed Book 286 at Page 285, in Deed Book 298 at Page 1865, in Deed Book 393 at Page 956, and with that certain Supplemental Declaration of Covenants and Restrictions For Residents' Club, Hilton Head Island, South Carolina, a copy of which is attached hereto as Exhibit G, and which document Declarant shall cause to be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and with the Bylaws, decisions and resolutions of the Association, Board of Directors or other representatives, as are lawfully enacted from time to time, together with any lawfully adopted amendments thereto and that the mere acquisition or rental of any of the Units shall signify that the provisions of the foregoing and any authorized amendment thereto are accepted and ratified. 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 Heritage Investors IV, its successors or assigns, as set forth in the aforesaid Declarations. The Units shall also be conveyed subject to the recorded Plat and Plans of the Property and any duly recorded amendments thereto.

ARTICLE III THE ASSOCIATION

Section 1. General. The affairs of the Regime shall be managed in accordance with the Bylaws attached hereto as Exhibit D and incorporated herein by and through an association of Unit Owners, "Club Course Villas Owners'

Association, Inc." which has been or shall be incorporated as a South Carolina non-profit corporation. The Unit Owners shall have voting rights in the Association in the percentages set forth as interest percentages in Exhibit F and as may be amended upon any future submission by Declarant, its successor or assigns, of an Additional Phase. Said voting rights shall be exercised in accordance with such rules and procedures as may be prescribed in the Bylaws, as amended from time to time, or by law.

Section 2. Allocation of Votes in the Association. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Unit Owner. Membership shall be appurtenant to and may not be separated from the ownership of each Unit and ownership of each Unit shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect a Unit Owner's membership. Each Unit Owner, by acceptance of a deed to a Unit, consents to the dilution of his voting interest in the Association by virtue of the creation from time to time of Units in the Additional Phase as provided herein.

Section 3. Rights of Action. In the event of any violation of the provisions of the Act, this Master Deed, the Bylaws, or any rules and regulations promulgated by the Association, the Association and any aggrieved Unit Owner shall have all of the rights and remedies which may be provided for in the Act, this Master Deed, the Bylaws, or said rules and regulations, or which may be provided or permitted in law or in equity.

ARTICLE IV ASSESSMENT OF COMMON EXPENSES

Section 1. General. Each Unit Owner shall pay to the Association assessments regarding Common Expenses of the Regime, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessments shall constitute a lien on the Unit or Units against which each such assessment is made, and no Unit Owner may exempt himself from liability for such assessments for non-use of the Common Elements or of his Unit.

Section 2. Assessments Subordinate to Mortgagee Taking Title. Where a mortgagee or other purchaser of a Unit

obtains title by reason of foreclosure or deed in lieu of foreclosure of a mortgage covering a Unit, such acquirer of title, his successors and assigns or grantees, 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.

ARTICLE V USE RESTRICTIONS

Section 1. Permitted Improvements and Alterations. Subject to the terms of Section 4 of Article VI and Section 4 of this Article V, no improvements or alterations of any nature whatsoever other than routine maintenance, repair and replacement of existing improvements as provided herein shall be permitted to the Common Elements or the Limited Common Elements assigned to any Unit without the written prior approval of the Board of Directors of the Association.

Section 2. Residential Purposes. Subject to the right of Declarant to make use of one or more Units as a sales office, of any other use expressly reserved herein by Declarant, or as otherwise specifically provided in this Master Deed, all Units shall be restricted exclusively to residential use by their respective owners, tenants of owners, and invited guests. The foregoing restrictions as to residential use shall not, however, be construed in such manner as to prohibit an Owner or his tenant, if any, from (a) maintaining his personal professional library, (b) keeping his personal business or professional records or accounts, or (c) handling telephone calls or correspondence relating to his personal business or profession. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

Section 3. Peaceful Possession. No Unit Owner shall do, suffer, or permit to be done, anything in his Unit which would impair the soundness or safety of the Regime, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements in order that the same be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

Section 4. Common Elements. All occupants of Units and their guests shall have a non-exclusive right to use and enjoy the Common Elements for the purposes for which they are intended subject, however, to the following provisions: (a) no such use shall encroach upon the lawful rights of any other persons; (b) the right of the Association to restrict the use and govern the operation of the Common Elements by promulgating reasonable rules and regulations with respect thereto as set forth in Article III, Section 3 hereof, including the right to charge reasonable admission and other fees for any recreational facility located thereon and to impose reasonable limitations on the number of guests who may use such facilities; (c) the right, hereby reserved by the Association, to suspend a Unit Owner's rights to use the Common Elements during the period that an assessment of the Association remains unpaid or for any other infraction of this Master Deed, or of the Articles of Incorporation, Bylaws, and rules and regulations of the Association; (d) the rights of Declarant as set forth in Article II, Sections 11 and 12; and (e) the easement reserved for the Association in Article VI, Section 7.

Section 5. Right of Entry. In case of any emergency originating in or threatening any Unit, regardless of whether the Owner or his tenant, if any, is present at the time of such emergency, the Association's Board of Directors and all managerial personnel shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key to such Unit.

Section 6. Leasing Restrictions. Subject to the provisions of this Section 6, leasing of the Units is expressly authorized. No Unit Owner shall lease less than the entire Unit. All leases or rental agreements shall be in writing and shall be specifically made subject by the terms of such leases to this Master Deed and shall be in compliance with rules and regulations as may be promulgated and published by the Board of Directors.

Section 7. No Interval Use. The Declarant hereby subjects Club Course Villas Horizontal Property Regime (No. 79) to the further limitation and restriction that it shall be used and occupied for single-family dwelling units constructed as such within the multi-family residential areas of Sea Pines Plantation and such dwelling units

constructed on said property shall not be utilized for purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended.

Section 8. Use Restrictions Run with Land. Declarant hereby declares and affirms that the use restrictions described herein shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Unit and upon the Declarant and upon all future Unit Owners.

ARTICLE VI GENERAL PROVISIONS

Section 1. Amendments. Subject to the exception of the right reserved to Declarant to submit the Additional Phase to the Regime by an amendment to this Master Deed executed by Declarant and duly filed in the Office of the Clerk of Court for Beaufort County, South Carolina, and further subject to the other exceptions set forth hereinafter, this Master Deed may not be amended nor may the Regime be revoked except by an instrument in writing filed and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, which has been assented to unanimously by all the Unit Owners and by the holders of mortgages covering the Units. Notwithstanding the foregoing, Declarant, without the prior consent of any Unit Owners, may amend this Master Deed and any other documents required under the Act, and each Unit Owner, if requested to do so by Declarant, agrees to consent to any such amendment, in order to correct any scrivener's error, to correct conflicts between such documents and the Act, to effect compliance with the Act or any requirements of any governmental lender, insurer, guarantor, or purchaser of mortgage loans, and to enable any reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Master Deed, as may be necessary from time to time. Prior to the conveyance of the first Unit by Declarant, Declarant may amend this Master Deed as it deems necessary in its sole discretion. Any amendment pursuant hereto shall be effective upon recordation or upon such later date specified in the amendment.

Section 2. Covenants Running with the Land. The provisions, covenants and conditions of this Master Deed

shall run with the land and bind title to the property constituting the Regime, and shall be binding upon and inure to the benefit of all Unit Owners and mortgagees and their respective heirs, executors, legal representatives, successors and assigns.

Section 3. Insurance. The Board of Directors of Club Course Villas Owners' Association, Inc. shall be required to obtain and maintain those types and forms of insurance as are required by Article VIII of the Bylaws as set forth in Exhibit D attached hereto and made a part hereof.

Section 4. Reconstruction and Repair. In the event of casualty loss or damage to the Property of the Regime, the provisions of Article IX of the Bylaws shall govern all matters pertaining to reconstruction and repair.

Section 5. Condemnation. In the event of a condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the common areas resulting from such partial condemnation may be effected without the prior approval of the Units Owners and the eligible holders holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least seventy-five percent (75%) of the votes of such remaining Units subject to eligible mortgage holders. The Association shall represent the Units Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

Section 6. Easement for Encroachment. If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, 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 the consent of the Board of Directors (c) as a result of repair or restoration of the building or any Units damaged 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.

Section 7. Other Regime Easements. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements, if any, located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in such Unit. The Association shall have the right of access to each Unit 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.

Section 8. Residents' Club Owners' Association, Inc. Upon the recording by Declarant of the Supplemental Declaration in the format attached hereto as Exhibit G, each Unit Owner shall become a member of the Residents' Club Owners' Association, Inc. and shall thereupon be entitled to the rights and subject to the obligations set forth in the Declaration and any supplements or amendments thereto. Such obligations include, without limitation, the obligation to pay annual and special assessments as defined in the Declaration and as levied by the Residents' Club Owners' Association, Inc. for purposes including the maintenance of the common properties of the Residents' Club Owners' Association, Inc. It is currently estimated that each owner of a Phase I Unit shall be assessed an amount equal to 1/39 of each total assessment until such time as additional units are submitted to the Master Deed, whereupon, if the herein described eleven (11) Units currently proposed to be constructed by Declarant as Phase II are submitted to the Master Deed, it is estimated that each Unit Owner shall henceforth be liable for 1/50 of each total assessment. There can be no assurances, however, that such proportions shall remain constant. The Declarant herein has no control over and makes no representations as to the method of calculating a Unit Owner's fraction of liability for Residents' Club Owners' Association, Inc. assessments. A Unit Owner can except to pay at closing of the purchase of his Unit an amount equal to three (3) months' assessments to such association and by acceptance of a deed to a Unit agrees to do so.

The rights to which members of the Residents' Club Owners' Association, Inc. include, without limitation, the

right to enjoy the common properties of such association and the right to vote as a member of such association.

Section 9. Interpretation. In all cases, the provisions set forth or provided for in this Master Deed shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors of the Association, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted within the confines of the Act and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Master Deed shall be the date of its filing for record in the Office of the Court of Court for Beaufort County, South Carolina. The captions of each Article and Section are inserted only for convenience and are to be in no way construed as defining, limiting, extending, or otherwise modifying or adding to the particular article or section to which they refer. This Master Deed shall be construed under and in accordance with the laws of the State of South Carolina.

This Master Deed is set forth to comply with the requirements of the Horizontal Property Act of South Carolina as presently constituted or as hereafter amended. In case any of the provisions stated above conflicts with the provisions of said statute, the provisions of said statute shall control.

Section 10. Gender and Grammar. The singular wherever used herein shall be construed to mean plural when applicable and vice versa, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entitles or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11. Rights of Third Parties. This Master Deed shall be recorded for the benefit of Declarant, the Unit Owners, and their mortgagees, as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title, or interest whatsoever in the Regime, except as provided herein, or in the operation or continuation thereof, or in the enforcement of any of the provisions hereof, and, except as specifically provided, the Unit Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Master Deed without the consent, permission, or approval of any adjoining owner or third party.

Section 12. Non-Waiver. 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.

Section 13. Notice of Sale or Lease. In the event a Unit Owner sells, leases or otherwise disposes of any Unit and/or improvements thereon, such Unit Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, or transferee.

Section 14. Severability. Invalidation of any one of the covenants or restrictions contained in this Master Deed shall in no wise affect any other provisions which shall remain in full force and effect and shall be enforced to the extent permitted by applicable law.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 31st day of July, 1985.

WITNESSES:

DECLARANT:

HERITAGE INVESTORS IV

Carol P. Cramer
Bonita L. Anderson

By: P. R. Easterlin Jr.
P. R. Easterlin Jr.,
Its General Partner

By: HERITAGE PROPERTIES, INC.,
Its General Partner

Carol P. Cramer
Bonita L. Anderson

By: P. R. Easterlin Jr.
Attest: Kay B. Yeager

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Carol P. Cramer, and made oath that s/he saw the within named HERITAGE INVESTORS IV, by P. R. Easterlin Jr., its General Partner, sign, seal and deliver the within Instrument, and that s/he with Bonita L. Anderson witnessed the executed thereof.

SWORN to before me this 31st day of July, 1985.

Bonita L. Anderson
Notary Public for South Carolina
My Commission Expires: 5/13/91

Carol P. Cramer
(witness)

PERSONALLY appeared before me Carol P. Cramer, and made oath that s/he saw the within named HERITAGE INVESTORS IV, by Heritage Properties, Inc., its General

Partner, by P. R. Easterlin Jr., its President,
sign, seal and deliver the within instrument and
~~via Kay B. Geiser~~, its ~~Assistant~~ Secretary attest
the same, and that s/he with Bonita L. Anderson
witnessed the execution thereof.

SWORN to before me this 31st
day of July, 1985.

Bonita L. Anderson
Notary Public for South Carolina
My Commission Expires: 5/13/91

Carol L. Cramer
(witness)

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL those certain pieces, parcels or tracts of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina containing a total of 2.43 acres and being more particularly shown and described as Parcel I and Parcel II, containing 1.14 and 1.29 acres respectively, on a plat entitled "As-Built Of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985, and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 33 at Page 58. For a more complete description of the courses, distances, metes and bounds of said 2.43 acres, reference may be had to the above-mentioned plat of record.

EXHIBIT A-I

PHASE I

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, together with improvements thereon, containing a total of 0.23 acres, and being more particularly shown and described as Phase I on a plat entitled "As-Built Of Club Course Villas Horizontal Property Regime (No. 79) Phase I, A Section of Sea Pines Plantation", prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985 and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 33 at Page 58. For a more complete description of the courses, distances, metes and bounds of said Phase I parcel, reference may be had to the above-mentioned plat of record.

EXHIBIT A-II

PROPERTY TO BE CONVEYED TO RESIDENTS' CLUB OWNERS'
ASSOCIATION, INC. AS COMMON PROPERTY

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, South Carolina, containing a total of 1.14 acres and being more particularly shown and described as Parcel I on a plat entitled "As-Built of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985, and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 23 at Page 58.

SAVE AND EXCEPTING, ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, together with improvements thereon, containing a total of 0.23 acres, and being more particularly shown and described as Phase I on the aforesaid plat of record.

EXHIBIT A-III

PARCEL II

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina containing a total of 1.29 acres and being more particularly shown and described as Parcel II on a plat entitled "As-Built Survey of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation," prepared by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985, and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 33 at Page 58. For a more complete description of the courses, distances, metes and bounds of said 1.29 acres, reference may be had to the above-mentioned plat of record.

EXHIBIT A-IV

PROPOSED PHASE II

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina containing a total of 0.23 acres and being more particularly shown and described as Phase II on a plat entitled "As-Built Survey of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation," prepared by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985, and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 33 at Page 58. For a more complete description of the courses, distances, metes and bounds of said Phase II parcel, reference may be had to the above-mentioned plat of record.

EXHIBIT A-V

PROPERTY INTENDED TO BE CONVEYED TO RESIDENTS' CLUB
ASSOCIATION, INC. AS COMMON PROPERTIES
UPON DEDICATION OF PHASE II, IF ANY

ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, South Carolina, containing a total of 1.29 acres and being more particularly shown and described as Parcel II on a plat entitled "As-Built of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985, and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 33 at Page 58.

SAVE AND EXCEPTING, ALL that certain piece, parcel or tract of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, together with improvements thereon, containing a total of 0.23 acres, and being more particularly shown and described as Phase II on the aforesaid plat of record.

EXHIBIT B

PLAT

That certain plat entitled "As-Built of Club Course Villas Horizontal Property Regime (No. 79), Phase I, A Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, S.C. R.L.S. No. 4784, which plat is dated July 15, 1985 and revised July 24, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 33 at Page 58.

EXHIBIT C

PLANS

The certain "Plans of Club Course Villas" prepared by Lee, McCleskey, Miller Architects, Inc. and certified to by Paul H. Miller, dated September 1, 1984 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in PLAT BOOK 33 at PAGE 58.

EXHIBIT C-I

CERTIFICATION OF PLANS

The undersigned, Lee, McCleskey, Miller, Inc., Architects, authorized and licensed in the State of South Carolina, hereby certifies that the Plans of Phase I of Club Course Villas Horizontal Property Regime, attached as Exhibit C to the Master Deed, fully and accurately depict the layout and dimensions of Phase I of Club Course Villas Horizontal Property Regime and its common elements, limited common elements, and apartments shown therein.

LEE, MCCLESKEY, MILLER, INC.

Carol P. Cramer
Ann Marie Cech

By: Paul R. Miller
Paul R. Miller

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Ann Marie Cech and made oath that s/he saw the within named Lee, McCleskey and Miller, Inc., by Paul R. Miller, sign, seal, and as its act and deed, deliver the foregoing certificate and that s/he with Carol P. Cramer witnessed the execution thereof.

SWORN to before me this 30th day of July, 1985.

Carol P. Cramer
Notary Public for South Carolina
My Commission Expires: 11/4/93

Ann Marie Cech
(witness)