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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
NIGHT HERON PAVILIONS, HILTON HEAD ISLAND, SOUTH CAROLINA AND
PROVISIONS FOR
NIGHT HERON PAVILION OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made the 29th day of September, 1976, by Night Heron Development Associates, a joint venture and general partnership between Plantation Land Management, Inc. and Caribbean Associates, Inc., two South Carolina corporations with its principal place of business at Hilton Head Island, South Carolina, hereinafter called Company.

WITNESSETH:

WHEREAS, Company is the owner of the real property described in Article II of this declaration and desires to create thereon a planned neighborhood known as Night Heron Subdivision with open spaces, common forests, certain roadways, bike trails and Common Properties for the benefit of the said neighborhood; and

WHEREAS, Company desires to provide for the preservations of the values and amenities in said neighborhood and for the maintenance of open spaces, common forests, certain roadways, bike trails, and Common Properties; and, to this end desires to subject the real property described in Article II, together with such additions as may hereafter be made, as provided in Article II to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owners of any and all parts thereof; and

WHEREAS, Company has deemed it desirable, for the efficient preservations of the values and amenities in said neighborhood, to create an agency to which shall be delegated and assigned the power and authority of maintaining and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Company has caused to be incorporated under the laws of the State of South Carolina, as a non-profit corporation, NIGHT HERON PAVILION OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth,

NOW, THEREFORE, the Company declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (sometimes referred to as "the covenants"), hereinafter set forth.

ARTICLE I

1672

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Night Heron Owners' Association, Inc., a South Carolina non-profit corporation.

(b) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall include any personal property acquired by the Association if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners of the Properties, (subject to any fee schedules and operating rules adopted by the Association).

(d) "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a detached single-family dwelling shown upon any recorded final subdivision map of any part of the Properties with the exception of Common Properties as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any building situated upon the Properties intended for use and occupancy by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any lot of Dwelling Unit situated upon the Properties but, notwithstanding any applicable theory of a mortgagee, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "owner" mean or refer to any lessee or tenant of an Owner.

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 1 of Article III hereof.

(h) "Company" shall mean the Night Heron Development Associates and its successors and assigns.

ARTICLE II

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located on Hilton Head Island, Beaufort County, South Carolina, and is more particularly described in Exhibit A hereto attached and by reference incorporated herein. All of the real property hereinabove described shall hereinafter be referred to as "Existing Property". The Company intends to develop the Existing Property in accordance with its Master Plan dated July 30, 1976. However, the Company reserved the right to review and modify the Master Plan from time to time based on its continuing research and design program.

Unless otherwise stated therein, the Master Plan shall not bind the Company, its successors and assigns to adhere to the Master Plan in the development of the land shown thereon. Subject to its right to modify the Master Plan as stated herein the Company will convey the common Properties shown on the Master Plan to the Association as provided in Article IV, Section 2. It also shall be understood that the Company shall be free to develop such portions or sections of the lands depicted in the Master Plan, as in the reasonable exercise of its discretion, it deems in the best interest on the entire development without regard to the relative location of such portions or sections within the overall plan, that it shall not be required to follow any predetermined sequence or order of improvements and development; and that it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the existing property.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. The Company, its successors, and assigns shall have the right without consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding sub-section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration.

(b) Other Additions. Upon approval in writing of the Association pursuant to three-fourths of the vote at a duly called meeting, the owner of any property other than the Company who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additional and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of The Association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, as herein provided.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN
THE ASSOCIATION

Section 1. Membership. The Company and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot or Dwelling Unit which is subject by the Covenants to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

CLASS "A". Class "A" Members shall be all those owners as defined in Section One (1) with the exception of the Company. Class "A" Members shall be entitled to one vote for each Lot or Dwelling Unit in which they hold the interest required for membership by Section One (1). When more than one person holds such interest or interests in any Lot or Dwelling Unit all such persons shall be members, and the vote for such Lot or Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Dwelling Unit. A Member casting a vote representing a Dwelling Unit owned by such Member shall not be entitled to cast an additional vote for the Lot upon which said Dwelling Unit is situated. In the event a single Dwelling Unit is sold in fee with a Lot, the vote with respect thereto shall thereafter be cast on the basis of the Dwelling Unit only. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners.

CLASS "B". The Class "B" Member shall be the Company. The Class "B" Member shall be entitled to one vote plus one vote for each held by a Class "A" Member. One vote of the Class "A" Membership shall be equivalent to one vote of Class "B" Membership. The total vote of the Association shall consist of the sum of the votes of Class "A" Members and of the votes of Class "B" Members.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with title of every Lot or Dwelling Unit.

Section 2. Title to Common Properties. The Company may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Company, the Association is able to maintain the same, but notwithstanding any provision herein, the Company hereby covenants, for itself, its successors and assigns that it shall convey the Common Properties to the Association within one hundred and eighty (180) days of the time they are completed, but in no event shall such conveyance be later than Jan. 1, 1978. Said Common Properties may be conveyed subject to all restrictive covenants of record.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Company and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member of any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and

(d) The right of the Company to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties.

(e) The right of the Association to give or sell all or any part of the Common Properties including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of three-fourth (3/4) of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Company for each Dwelling Unit owned by it within the Properties hereby covenants and each Owner of any Lot or Dwelling Unit shall by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these covenants and to pay to the Association: (1) Annual Assessments or charges: (2) Special Assessments for the purposes set forth in Section 4 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the land and all the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In the case of co-ownership of a Lot or Dwelling Unit, all of such co-owners of the Lot or Dwelling Unit shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of lagoons and roads not dedicated to Sea Pines Association, Common forest, Common parking areas and other Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment will be determined and approved by three-fourths (3/4) of the vote at the first Association meeting, at which time the Company will propose a budget for Association's improvements, maintenance and operation of lagoons, roads, Common forest, Common parking and other Common properties. The annual assessment may be increased each year by five percent (5%) of the maximum authorized assessment for the preceding year unless three-fourths (3/4) of the vote at the annual meeting votes against said increase or votes to increase said annual assessment by a greater amount or to decrease the annual assessment.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a Waiver by the Association of its right to revert to the full assessment for the remaining year of years of the then current period fixed as provided in the preceding paragraph.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or addition to the Common Properties, provided that any such assessment shall have the assent of three-fourths (3/4) of the vote at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The Limitations of Section 3 hereof shall not apply to any changes in the Maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under Article 2, hereof, and under the By-Laws of the Association.

Section 6. Quorum for any Action Authorized. The presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth in Section 4.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof, as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board Of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against such Lot or Dwelling Unit for each assessment period and shall, at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The personal obligation of the Owner: The Lien Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall (together with interest thereon at the rate of eight percent (8%) per annum from the due date and cost of collection as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All properties to the extent of any easement therein other than a utility easement dedicated and accepted by the local public authority and devoted to public use which does not adversely affect the owner's use of the property;

(c) All Common Properties as defined in Article I, Section 2, hereof;

(d) All properties exempted from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemptions;

(e) Properties owned by the Company used for recreation facilities; home maintenance and service facilities; and meeting room and conference facilities. Only land within the Existing Property which has been subdivided into Lots, and the plats thereof filed for public record in the Beaufort County Court House and upon which has been constructed a Dwelling Unit shall constitute a Lot for purposes of these assessments. Projected locations for future platted lots shown on the Master Plan will not be subject to assessment.

(f) All properties owned by mortgagee as a result of foreclosure or a proceeding in lieu of foreclosure.

ARTICLE VI

WILDLIFE PRESERVE AND OTHER COMMON PROPERTIES

Section I. Common Woods Surrounding Pavilion Homes. That portion of the Properties surrounding or adjacent to each Pavilion Owner's personal lot which is not platted as a separate residential lot (herein referred to as the Common Forest) shall be maintained as a woodland preserve and common forest subject to the covenants and conditions set out below.

(a) The Common Forest or any portion of it shall never be subdivided by plat or deed.

(b) No trees or other vegetation in the Common Forest shall be cut or pruned. The Common Forest shall be left in its wild state for the benefit of deer, racoons, squirrels, birdlife and other wildlife and for the enjoyment of human beings under these conditions and restrictions.

(c) Members of the Owners Association and their guests shall have the right to walk or stroll freely through the Common Forest.

Section II. Roads, Parking Spaces and Pathways.

(a) All roads, parking spaces and pathways of Night Heron Lane shall be maintained in a manner which will promote blending with the Common Forest and will not unnecessarily distract from the natural beauty of the area.

(b) No loud vehicles shall be allowed on the roads of Night Heron Lane and motor bikes having a horsepower in excess of one horsepower shall be prohibited.

(c) No exterior high intensity lighting will be allowed on Night Heron Lane and the roads shall be lighted by low intensity lighting only.

Section III. Individual Lots and Dwelling Units.

(a) In order that the Residential Lots of Night Heron Subdivision be preserved and maintained as nearly as possible in their natural state, formal landscaping shall not be permitted on any Night Heron Lot. No large trees measuring four inches or more in diameter at ground level may be removed without the written permission of the Company unless located within two feet of a Pavilion home or deck. No domestic or exotic plants may be planted in formal arrangements on any Night Heron lot, but the planting of native wild plants and other food which provide foraging for deer and other animals, or plants and trees which provide food for birds may be planted. Ivy and other ground covers shall be permitted.

(b) In order to encourage the grazing of deer around, among and in site of Night Heron Pavilions no electric fence shall be permitted to be constructed on any Night Heron lot.

(c) The Night Heron Pavilions have been designed to blend pleasingly with the wooded area surrounding each home. No changes to the exterior design or color of any Pavilion may be made until the proposed changes shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any grounds, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless three-fourths (3/4) of the vote at the annual meeting approves a change in the covenants and restrictions. The covenants may be amended at any time if three-fourths (3/4) of the vote at a duly called meeting of the Association approves the change. Provided, however, that no such agreement to change shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner of a Lot and the Company at least thirty (30) days in advance of any action taken. During the period ending one year from the date these covenants are recorded the Company may amend or add to these covenants, without the consent of the membership, to clarify or make provision for any items which the Company in its sole discretion considers necessary or desirable. The Company shall not, by reason of the power herein reserved, have the right to alter the amount, or method of making, annual or special assessments.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Enforcement. Enforcement of these covenants and restriction shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenants or restriction, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Sub-section, sentence, clause, phrase or term of this Declaration be declared to be void invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof which are hereby declared to be severable, and which shall remain in full force and effect.

IN WITNESS WHEREOF the Company has caused this instrument to be executed the day and year first above written, by its president and attested by its secretary, and the corporate seal affixed.

NIGHT HERON DEVELOPMENT ASSOCIATES, A Partnership

WITNESSES

By: PLANTATION LAND MANAGEMENT, INC.
(General Partner)

Joseph A. Webster
Barry Johnson

BY Heston C. Wilhelm
Attest David W. Ames

WITNESSES:

By: CARIBBEAN ASSOCIATES, INC.
(General Partner)

Jim [Signature]
Carl [Signature]

BY Paul [Signature]
Attest Michael [Signature]

The foregoing Declaration of Covenants and Restrictions is hereby approved and accepted as binding upon the Night Heron Pavilion Owners' Association, Inc., its successors and assigns.

IN WITNESSES WHEREOF, the Night Heron Pavilion Owners' Association, Inc., has caused this instrument to be executed this

1981

_____ day of _____, 19____, by its president and attested by its secretary, and its corporate seal to be hereto affixed.

WITNESSES:

NIGHT HERON PAVILION OWNERS' ASSOCIATION, INC.

David W. Ames

By

Weston C. Wilhelm
As its President

Barry L. Johnson

Attest:

Joseph A. Webster III
As its Secretary

STATE OF SOUTH CAROLINA }

COUNTY OF BEAUFORT }

PROBATE

PERSONALLY appeared before me Barry L. Johnson who, on oath, says that he saw the within named NIGHT HERON DEVELOPMENT ASSOCIATES, by its General Partner, the within named PLANTATION LAND MANAGEMENT, INC. by Weston C. Wilhelm its President sign the within instrument, and David W. Ames, its Secretary attest the same, and the said General Partner by said officers, seal said instrument, and as its act and deed, deliver the same, and that he with Joseph A. Webster, III witnessed the execution thereof.

Barry L. Johnson

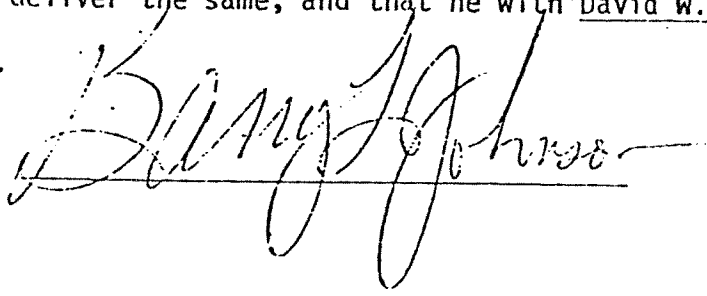
SWORN to before me, this 29th day of September, 1976.

Barbara S. Winn (Seal)
Notary Public for South Carolina
My Commission Expires: 10-16-85

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Barry L. Johnson who, on oath; says that he saw the within named NIGHT HERON PAVILION OWNERS' ASSOCIATION, INC. by Weston C. Wilhelm its President sign the within instrument, and Joseph A. Webster, III, its Secretary attest the same, and the said Corporation by said officers, seal said instrument, and as its act and deed, deliver the same, and that he with David W. Ames witnessed the execution thereof.



SWORN to before me, this 29th
day of September, 1976.

Frederick S. Winn (Seal)
Notary Public for South Carolina
My Commission Expires: 10-16-83

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 7.25 acres and being generally rectangular in shape, all as more particularly described and shown on "A Plat of a 7.25 Acre Portion of the Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina", prepared by William G. Foster, R.L.S., dated March 24, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 117. For a more complete description of the metes and bounds of the tract of land herein described, reference is craved to said plat.

DP 118

FILED	BEAUFORT	RECORDED
AT	C. BY	IN
	C.	BOOK
10:30		240
C. CL. CK	OCT 1 1976	PAGE
A. M		1671
<i>Marcus H. Feider</i>		
CLERK OF COURT OF BEAUFORT COUNTY		
<i>Dep.</i>		