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BY-LAWS OF:
SOUTH BEACH VILLAGE PORT VILLAS
HORIZONTAL PROPERTY REGIME LII

ARTICLE I
PLAN OF APARTMENT OWNERSHIP

Section 1. Horizontal Property Regime. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereto) located in Sea Pines Plantation, Hilton Head Island, in Beaufort County, State of South Carolina, known as South Beach Village Port Villas, has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as South Beach Village Port Villas, Horizontal Property Regime LII (hereinafter referred to as the "Regime").

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 3. Personal Application. All present or future co-owners, tenants, future Tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime. The mere acquisition or rental of any of the Dwelling Units (hereinafter usually referred to as "Dwelling Unit") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Dwelling Units will signify that these By-Laws and the provisions of the Master Deed are accepted and ratified, and will be complied with.

ARTICLE II
VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Dwelling Unit or Dwelling Units in the Master Deed.

Section 2. Majority of Co-owners. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners holding 51% or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

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

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

ARTICLE III
ADMINISTRATION

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

Section 2. Place of Meetings. Meetings of the Council shall be held at such place convenient to the co-owners as may be designated by the Council.

Section 3. Annual Meetings. The annual meetings of the Council shall be held at the call of the Regime President once a year on the third ~~Saturday in October.~~ ^{Monday in January} At such meetings there shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

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

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

Section 6. Adjourned Meeting. If any meeting of the Council cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all Annual Meetings of the Council shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meetings.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of administrators.
- (h) Unfinished business.
- (i) New business.

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

ARTICLE IV BOARD OF ADMINISTRATION

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as "Board") comprised of five persons, all of whom must be co-owners of Dwelling Units in the Property.

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

... by laws, or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the common elements.
- (c) Collection of assessments from the co-owners.
- (d) Employment, dismissal and control of the personnel necessary for the maintenance and operation of the common elements.
- (e) Performing repairs caused by any natural disaster or man-made damage from the escrow account and any special assessment.

Section 4. Management Agent. The Board may employ a Management Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first Annual Meeting of the Council, the initial term of office of two members of the Board shall be fixed at three (3) years. The term of office of two members of the Board shall be fixed at two (2) years, and the term of office of one member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

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

Section 7. Removal of Members of the Board. At any regular or special meeting of the Council duly called, any one or more of the members of the Board may be removed with or without cause by a majority of co-owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Council shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board members were elected by the Council, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting, providing a majority of the Board shall be present.

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

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

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

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

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

ARTICLE V OFFICERS

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

Section 2. Election of Officers. The officers of the Regime shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

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

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

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books

belonging to the Regime. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Regime in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the offices of Secretary and Treasurer.

ARTICLE VI
OBLIGATIONS OF THE CO-OWNERS

Section 1. Assessments. All co-owners are obligated to pay periodic assessments imposed by the Regime to meet all Regime expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, and other hazards. The assessments shall be made pro rata according to the value of the Dwelling Unit owned, and as stipulated in the Master Deed.

Escrow Account. The transfer of ownership of an individual villa within the Regime carries with it the proportionate equity of that villa ownership in the Regime Escrow Account. Each villa owner will be assessed for the Regime Escrow Account in accordance with a set schedule in order to provide for a contingency fund for maintenance and repair of the Regime Property.

Section 2. Maintenance and Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Dwelling Unit, which if omitted would affect the Property in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

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

(c) A co-owner shall reimburse the Regime for any expenditures incurred in repairing or replacing any common elements damaged through his fault.

Section 3. Use of Dwelling Units -- Internal Changes.

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

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

Section 4. Use of Common Elements. A co-owner shall not place or cause to be placed in the passages or roads any furniture, packages, or obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

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

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

Section 6. Rules of Conduct.

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

(b) No residents of the Property shall:

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

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

ARTICLE VII
AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting held for such purpose, and no amendment shall take effect unless approved by co-owners representing at least two-thirds of the total value of the Property as shown in the Master Deed.

ARTICLE VIII
MORTGAGES

Section 1. Notice to Board. A co-owner who mortgages his Dwelling Unit shall notify the Board through the management agent, if any, or the President if there is no management agent of the name and address of his mortgagee; and the Regime shall maintain such information in a book entitled "Mortgages of Dwelling Units".

Section 2. Notice of Unpaid Assessments. The Board shall at the request of a mortgagee of a Dwelling Unit report any unpaid assessments due to the Regime from the co-owner of such Dwelling Unit.

ARTICLE IX
COMPLIANCE

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Kristine L. McClain
and made oath that she saw the within named SEA PINES MANAGEMENT
COMPANY, a General Partner of Lighthouse Beach Company, by its
Vice President and Assistant Secretary, sign, affix the corporate
seal, and as its Act and Deed, acquiesce in the execution and
delivery of the within written instrument, and that she with
Rebecca Colborn witnessed the execution of said
document.

SWORN to before me this _____
day of _____, 19__.

Kristine L. McClain

(SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO BY-LAWS OF Port I Villas
HORIZONTAL PROPERTY REGIME LII

WHEREAS, the Master Deed of the Port I Villas
Horizontal Property Regime No. LII is recorded in the
County of Beaufort, State of South Carolina, in Deed Book 204,
Page 791; and

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

WHEREAS, the Council of the Regime at the last duly consti-
tuted meeting held for such purpose, which was held on the 3rd day
of March, 1978, did approve this Amendment with the requisite
approval of the co-owners representing at least two-thirds of the
total value of the property;

NOW, THEREFORE, the By-Laws are hereby amended by the addi-
tion of the following Clause to Article VI, Section 1 which concerns
assessments:

"The Board of Administration or their designated represen-
tatives shall take prompt and appropriate action to collect
by suit, foreclosure or other lawful method any overdue
assessment. If any overdue assessment is collected by
attorney or by action at law, the Owner owing the same shall
be required to pay all reasonable costs of collection,
including, but not limited to, attorney's fees."

IN WITNESS WHEREOF, the Regime has caused these Presents to
be executed in its name, by its duly authorized officers, as of
this 13 day of March, 1978.

Port I Villas
Horizontal Property Regime LII

WITNESSES:
Remona Sumner
Ann H. Wall

BY: Robert L. Bauley
President

WITNESSES:
L. Scott Ellett
G. Glen Potter

ATTEST: Barbara King
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Ann H. Wall and
(Witness #2)
made oath that (s)he saw the within named Port I Villas,
REGIME, by Robert L. Bentley, its President,
sign, seal, and as its act and deed, deliver the within written
instrument, and that (s)he with Kathryn R. Jacques
(Notary Public)
witnessed the execution thereof.

Ann H. Wall
Witness #2

SWORN to before me this 13th
day of March, 1978.

Kathryn R. Jacques
Notary Public for South Carolina
My Commission Expires 8-11-79

Massachusetts
STATE OF ~~SOUTH CAROLINA~~)
COUNTY OF ~~BEAUFORT~~)
Beaufort

PROBATE

PERSONALLY appeared before me *J. Glenn Patten* and
(Witness #2)
made oath that (s)he saw the within named _____,
REGIME, by Barbara King, its Secretary,
sign, seal, and as its act and deed, deliver the within written
instrument, and that (s)he with *Betty M Pennell*
(Notary Public)
witnessed the execution thereof.

My Commission Expires July 3, 1981

J. Glenn Patten
Witness #2

SWORN to before me this *24th*
day of *March*, 1978.

Betty M. Pennell
Notary Public ~~for South Carolina~~
My Commission Expires: My Commission Expires July 3, 1981

SPPC

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
<u>9:55</u>	S. C.	BOOK
O'CLOCK	APR 11 1978	<u>262</u>
<u>A</u> M		PAGE
		<u>245</u>
<i>Marian H. Fender Dep</i> CLERK OF COURT OF COMMON PLEAS		

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) AMENDMENT TO BY-LAWS OF
 SOUTH BEACH VILLAGE PORT
 VILLAS HORIZONTAL PROPERTY
 REGIME LII.

WHEREAS, the Master Deed of the South Beach Village Port Villas Horizontal Property Regime LII is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 204 ; at Page 791; and

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

WHEREAS, the Council of Co-Owners of that Regime at the last duly constituted meeting held for such purpose, which was held on March 10, 1982, did approve submitting this Amendment to all Co-Owners; and

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

NOW, THEREFORE, the By-Laws are hereby amended by the addition of the following article:

The use or establishment of time sharing, time interval ownership or time-sharing lease agreements, as described in definitions 9 and 10 of Section 27-32-10 of the Code of Laws of South Carolina (1976), as amended shall be prohibited within any of the units of this Regime.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 23 day of July, 1982.

IN WITNESS WHEREOF, Sea Pines Regime Management has set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

WITNESSES: SEA PINES REGIME MANAGEMENT
Carol Hampton James A. Warren
James A. Warren, Vice President
A.R. Grant Morehouse

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me Carol Hampton and made oath that (s)he saw the within James A. Warren, Vice President of Sea Pines Regime Management, sign, seal and as his free act and deed, deliver the within written instrument, and that (s)he with A.R. GRANT MOREHOUSE witnessed the execution thereof.

Carol Hampton

SWORN TO before me this 23rd day of July, 1982.
A.R. Grant Morehouse
 Notary Public for South Carolina
 My Commission expires: 4/3/88

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT 1177

PERSONALLY appeared before me, James A. Warren, Vice President, Sea Pines Regime Management, who, being duly sworn, deposes and says:

That he is the duly constituted manager of South Beach Village Port Villas Horizontal Property Regime LII;

That on March 10, 1982 he was requested by the Regime Officers, following the Regime annual meeting, to solicit a response of all Co-Owners indicating their approval of the attached time-sharing prohibiting Amendment to the Regime By-Laws;

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

That he, as the duly constituted manager of South Beach Village Port Villas Horizontal Property Regime LII was requested to prepare and file of record this Amendment to the Regime By-Laws.

James A. Warren
James A. Warren

SWORN to before me this 23rd
day of July, 1982.

A.R. Grant Morehouse
Notary Public for South Carolina
My Commission expires: 4/3/88

Morehouse

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AT	COUNTY	IN
<u>9:10</u>	S. C.	BOOK
D'CLOCK	JUL 27 1982	<u>351</u>
<u>A M</u>		PAGE
		<u>1176</u>
		<u>Nancy St. Lowry, Dep.</u>
		CLERK OF COURT OF COMMON PLEAS

Port Regime I

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, NEW LEAF MANAGEMENT, INC., (hereinafter "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions expressed herein, do hereby grant unto HARGRAY TELEPHONE COMPANY, INC. (hereinafter "Grantee"), its heirs, assigns and agents, the non-exclusive right to enter upon the following described lands of Grantor to wit: All those pieces, parcels or tracts of land on Hilton Head Island, Beaufort County, South Carolina as may be owned, or in which Port Regime I may have the reserved rights to grant easements. That easement being located in Port Villas, Sea Pines Plantation, Hilton Head Island, Beaufort County, SC.

The Proposed cables replacing and upgrading existing deteriorating cables are to begin at an existing pedestal located on South Sea Pines Drive. The new cable will travel on Lands End Court then enter Port and Lagoon Villa property traveling to existing pedestal locations that service Units 1597-1607. The dark line on the attached sheets indicate the new cable being installed and the triangles designate the existing or new pedestals. This easement applies only to the portion of the cable route on property Port Regime I has the right to grant such easement. Part of the cable route will be under another easement to be granted by a second party or parties (Sea Pines, Lagoon Regime I).

The proposed cables will be buried 30 to 36 inches deep by trench type method. All road or path and driveway crossings will be by dry-bore method. This work is more particularly described on the attached five (5) staking sheets marked Exhibit "A."

As an inducement to Grantor for this Easement, Grantee expressly covenants and agrees as follows:

1. That Grantee's right to enter the above described property shall be non-exclusive and solely for the purpose of and is hereby limited to such activities as are reasonable and necessary for the construction, reconstruction, operation and maintenance of telephone lines, telephone cables or systems.
2. That Grantor hereby reserves the right to use or convey the property, which is the subject of this Easement, in any manner whatsoever which does not interfere with the use and enjoyment of the Easement by Grantee.

3. That Grantee shall exercise the rights granted herein in such a manner and with such care as is necessary to avoid disturbing the natural state of the property. Property alterations resulting from the use of this Easement will be repaired by Grantee at Grantee's sole expense as follows:
 - a. Any and all trenches and/or holes excavated by Grantee shall be filled and packed to their original height as they existed prior to the work. In the event that the fill and packing sink, Grantee will be responsible for re-filling the trenches and/or holes back to the original height.
 - b. Grantee shall provide sod, plant seeding and shrubbery in any and all trenches and/or holes in order to restore the property to its original condition.
 - c. Grantee shall repair and replace water line taps, sewer lines, irrigation lines and/or lighting lines that are located properly prior to the date of commencement of construction. Grantee shall contact all utility companies prior to construction in order to enable them to locate their respective lines. However, Grantee shall not be responsible for repairing and/or replacing any water line taps, sewer lines, irrigation lines and/or lighting lines that were not located properly prior to the date of commencement of construction.
 - d. Grantee shall be responsible for repairing any and all damage to driveways that was caused by Grantee.
4. Grantee shall not remove any live trees that measure six (6) inches or more in diameter at the height of four and one half (4 1/2) feet above the ground level, without the express written consent of Grantor.
5. Should the Easement granted herein cease to be used for a period of two (2) consecutive years, it shall become null and void without further act of Grantor, its successors and/or assigns.
6. The Grantor herein hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.

IN WITNESS WHEREOF, the parties hereto have executed the within Easement on the date and year first above written.

WITNESSES:

Patricia Adams

Dwayne Walker

[Signature]

Donald Smith

GRANTOR:

BY: HARGRAY MGMT INC.

Attest: [Signature]

HARGRAY TELEPHONE COMPANY, INC.

BY: [Signature]

Attest: [Signature]

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that s/he saw the within named officer(s) for Port Regime I or the managing agent by its appropriate officers, sign and seal the within written instrument, and as its act and deed deliver the same, and that s/he with the other witness, whose signature appears above, witnessed the execution thereof.

Dwayne Walker

SWORN TO before me this 19 day of July, 1992

[Signature]
Notary Public for South Carolina
My Commission Expires:

My Commission Expires January 2, 1993

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that s/he saw the within named HARGRAY TELEPHONE COMPANY, INC., by its appropriate officers, sign and seal the within written instrument, and as its act and deed deliver the same, and that s/he with the other witness, whose signature appears above, witnessed the execution thereof.

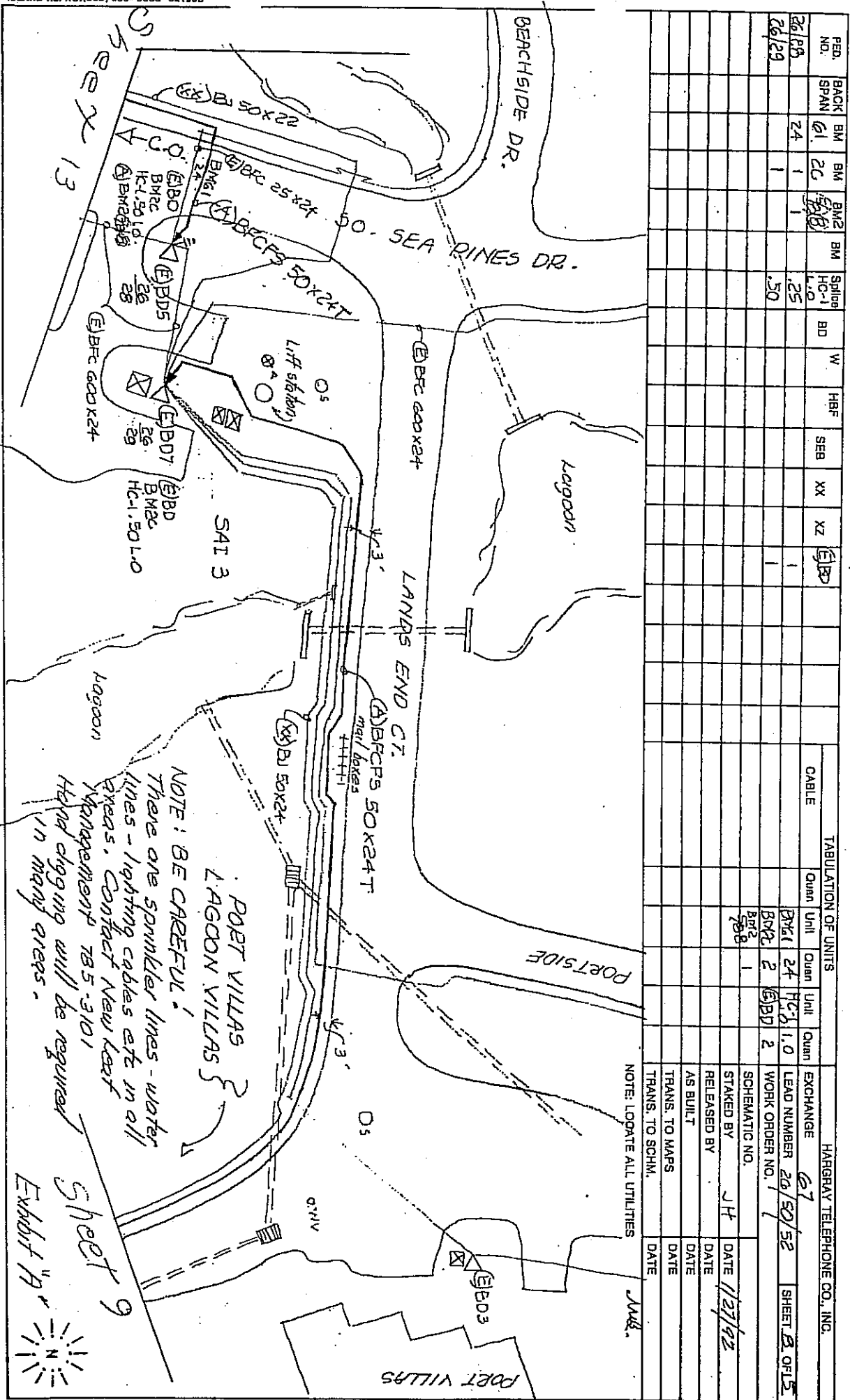
Donald Smith

SWORN TO before me this 18
day of September, 1992.

Bire Scott

Notary Public for South Carolina
My Commission Expires:

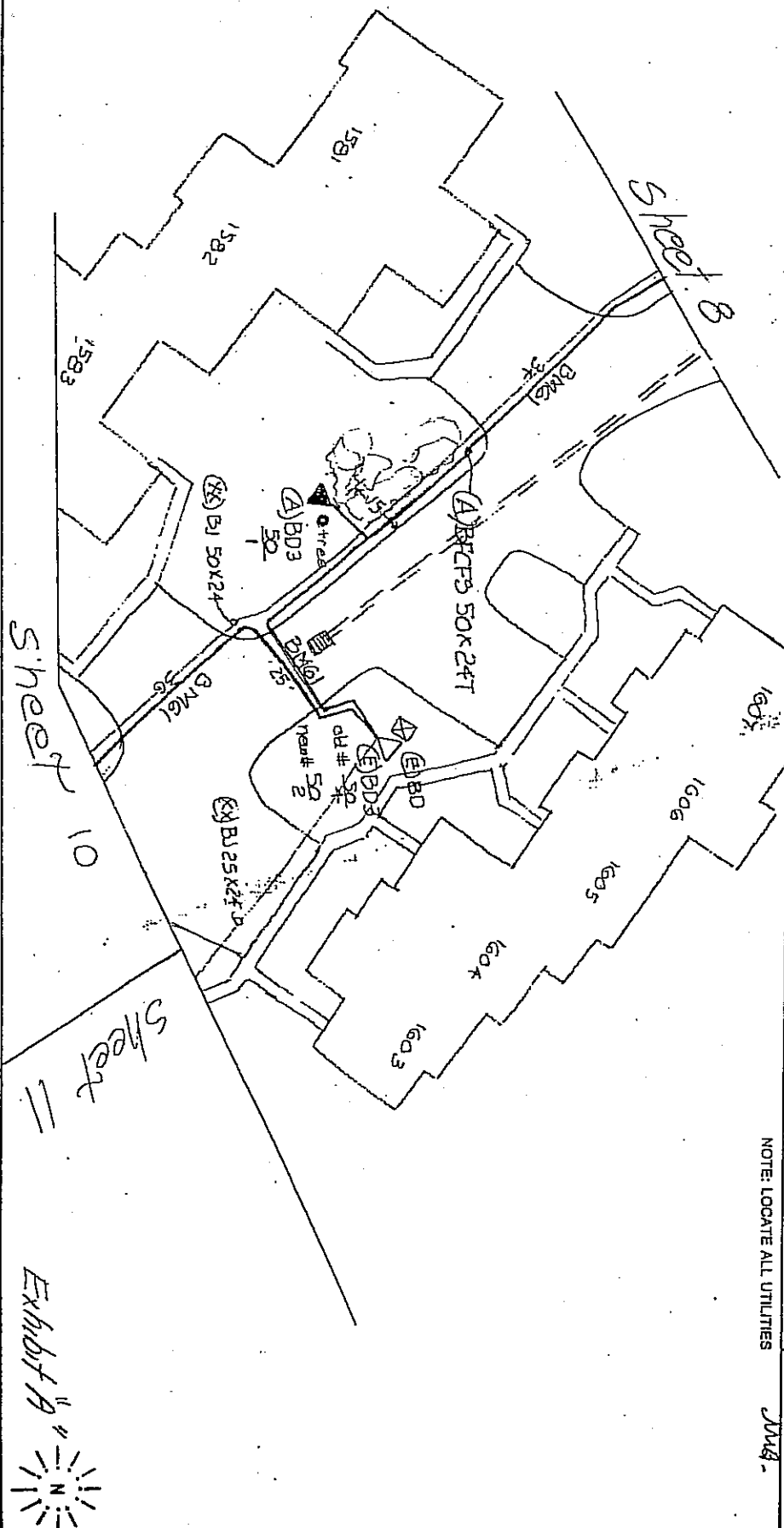
MY COMMISSION EXPIRES 10-16-2000



PED. NO.	BACK SPAN	BM	BM	BM/2	BM	Splice HC-1	BD	W	HBF	SEB	XX	XZ	TABULATION OF UNITS						EXCHANGE	HARGRAV TELEPHONE CO., INC.
													Quant	Unit	Quant	Unit	Quant	Unit		
26/188	24	1	1	1		1.0												26/50/52	SHEET 9 OF 15	
26/29						.50														

NOTE: LOCATE ALL UTILITIES

LEAD NUMBER 26/50/52
 WORK ORDER NO. 1
 SCHEMATIC NO.
 STAKED BY JH
 DATE 11/27/82
 AS BUILT
 DATE
 TRANS. TO MAPS
 DATE
 TRANS. TO SCHM.
 DATE

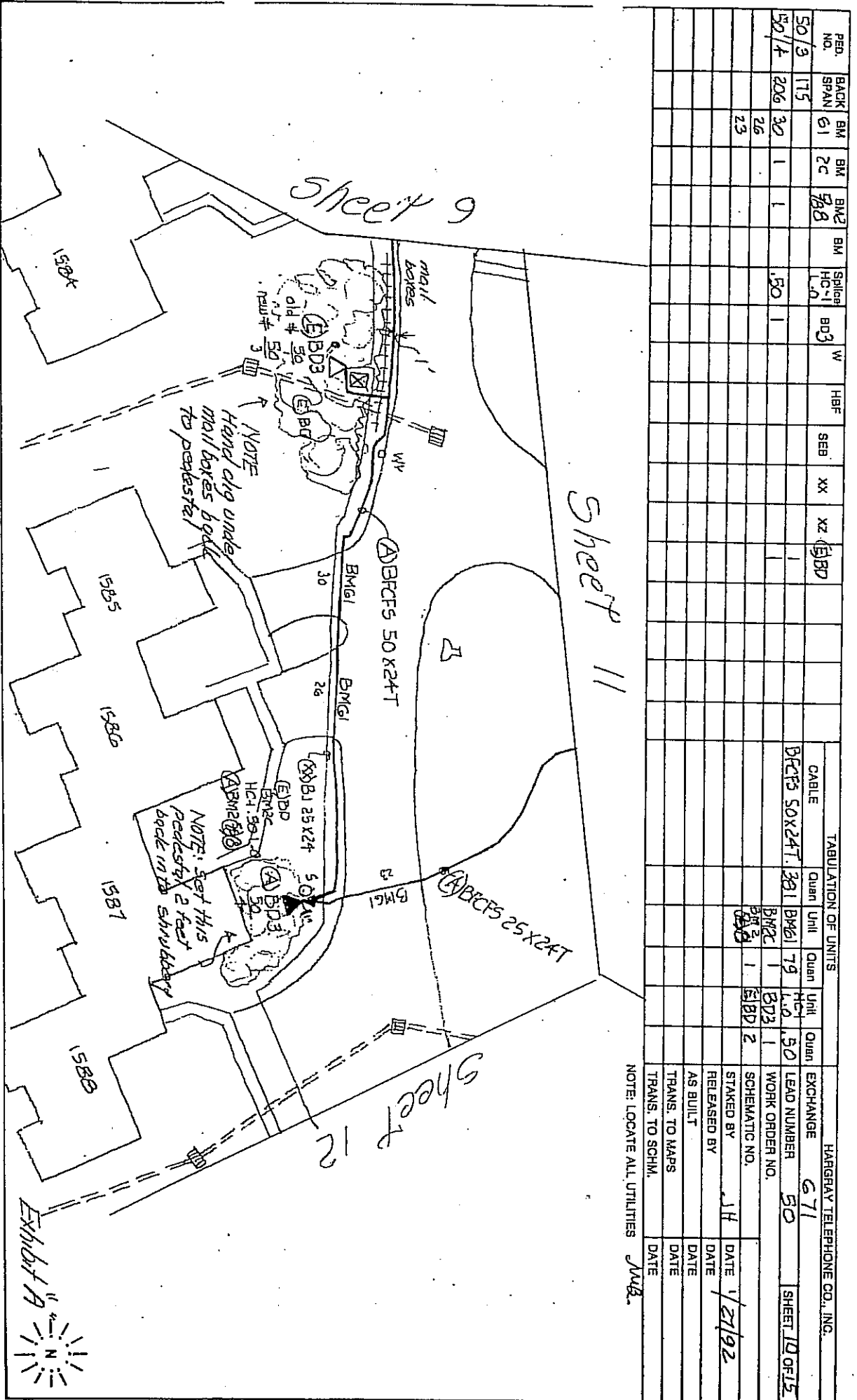


REQ. NO.	BACK SPAN	BM	BM	BM	BM	Spliced HC	BD3	W	HBF	SEB	XX	XZ	BD	TABULATION OF UNITS						HARGRAY TELEPHONE CO., INC.																	
SP/1	438	34					1							CABLE	Quan	Unit	Quan	Unit	Quan	Unit	Quan	EXCHANGE	LEAD NUMBER	WORK ORDER NO.	SCHEMATIC NO.	STAKED BY	RELEASED BY	AS BUILT	TRANS. TO MAPS	TRANS. TO SCHM.	DATE	DATE	DATE	DATE			
10/12	106	25												BJ 25 X 24	544	BD3	95	1				871	50			J.H.							1/27/92				

NOTE: LOCATE ALL UTILITIES

JWA





REQ. NO.	BACK SPAN	BM	BM 2C	BM2	BM	Splicer HC-1	W	HBF	SEB	XX	XZ	CABLE		TABULATION OF UNITS				HARGREAV TELEPHONE CO., INC.	
50/3	175	61	2c	708			BCJ					Quan	Unit	Quan	Unit	Quan	Unit	EXCHANGE	LEAD NUMBER
50/4	206	30	1	1		.50						BCFES 50X24T	381	BM61	79	1.0	50	671	50
		26											BM2	1	BD2	1			
		23											BM2	1	BD2	2			
																			WORK ORDER NO.
																			50
																			SHEET 10 OF 15

NOTE: LOCATE ALL UTILITIES JWA

EXCHANGE	671	DATE	1/21/92
STAKED BY	JH	DATE	
RELEASED BY		DATE	
AS BUILT		DATE	
TRANS. TO MAPS		DATE	
TRANS. TO SCHM.		DATE	

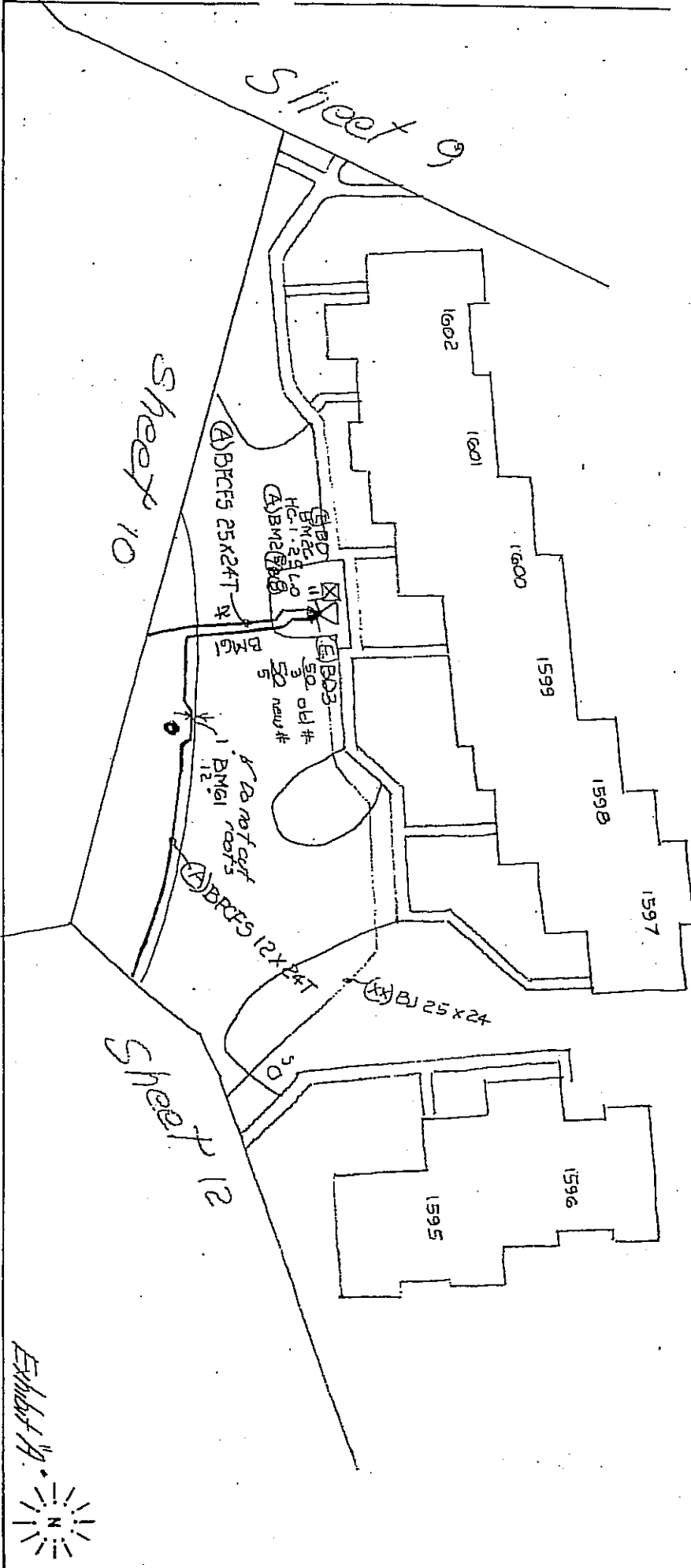


Exhibit A.

FED. NO.	BACK SPAN	BM	BM	BM	BM	Sollec HC-1	BD	W	HBF	SEB	XX	XZ	TABULATION OF UNITS			EXCHANGE		SHEET II OF 15		
													CABLE	Quant	Unit	Quant	Unit		Quant	Unit
50/5	172	24	1	1	1	25						(A) BRCFS	25x24T	172	BM	36	25	50		DATE 1/27/92
													(X) BJ	25x24	1	BM	25			DATE
																				DATE
																				DATE
																				DATE
																				DATE

NOTE: LOCATE ALL UTILITIES JMG.

HARGRAY TELEPHONE CO., INC.

