

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

632

SEA PINES PLANTATION COMPANY)
)
TO) MASTER DEED
)
HARBOUR TOWN CLIPPER COURT) HORIZONTAL PROPERTY REGIME
HORIZONTAL PROPERTY REGIME NO. XXXIV)

At Hilton Head Island, County of Beaufort, and State of South Carolina, on this 24th day of September, 1973, Sea Pines Plantation Company, a South Carolina Corporation, whose principal office is situated on Hilton Head Island, State of South Carolina, (hereinafter referred to as "Grantor"), does hereby declare:

FIRST: That Grantor owns a property situated at Hilton Head Island, County of Beaufort, State of South Carolina, which is described as follows:

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at Harbour Town in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, known and described as Clipper Court as shown and designated on a plat entitled "Clipper Court, Exhibit A, Parcel A, Lighthouse Beach Company" said plat being dated August 31, 1973, and prepared by Forrest G. Calvert, R.L.S., and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 118, said plat showing the property herein described as commencing at a point of beginning, which point of beginning is generally the Northwesternmost point of a certain Parcel H as described on a plat of Lighthouse Beach Company, Quay Side Properties recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 20 at Page 12 and the southwesternmost point of the within described Clipper Court property and both of said points intersect with the generally eastern boundary line of the Harbour Town Yacht Basin, all as may be shown on the above referred to plat recorded in Plat Book 21 at Page 118, and the said plat recorded in Beaufort County Plat Book 20 at Page 12; from said point of beginning thence along a slight curve to the right with a delta angle of 5° 50' 18", a radius of 385 feet, and a length of 39.23 feet to a point; thence North 78° 17' East a distance of 152.16 feet to a point; thence along a curve to the right with delta angle of 56° 37', a radius of 36.50 feet, a length of 36.07 feet, a tangent of 19.66 feet to a point; thence North 78° 41' East a distance of 200.65 feet to a point; thence on a curve to the right with a delta angle of 89° 51', a radius of 15 feet, a length of 23.52 feet, and a tangent of 14.96 feet to a point, which said point is generally located on the western right-of-way of Lighthouse Road; thence South 12° 03' 04" East a distance of 79.23 feet to a point; thence on a curve to the right with a delta angle of 4° 48' 01", a radius of 308.37 feet, a length of 25.84 feet, and a tangent of 12.93 feet to a point; thence South 76° 24' 50" West a distance of 132.55 feet to a point; thence South 08° 09' 20" East a distance of 67.54 feet to a point; thence South 78° 56' 10" West a distance of 36.29 feet to a point; thence North 12° 47' 30" West a distance of 24.84 feet to a point; thence South 77° 57' West a distance of 56.38 feet to a point; thence North 64° 31' West a distance of 31.57 feet to a point; thence North 25° 29' East a distance of 3.50 feet to a point; thence North 64° 31' West a distance of 24.68 feet to a point; thence South 25° 29' West a distance of 3.50 feet to a point; thence North 64° 31' West a distance of 160.15 feet to the said point of beginning of the within described

property. Said property being bounded on its West by the Harbour Town Yacht Basin; on its North by a certain parking area at Harbour Town, Sea Pines Plantation, Hilton Head Island, South Carolina; on its East by Lighthouse Road; and on its Southeast by Ketch Court II Condominiums; on its South by Ketch Court I Condominiums and on its Southwest by Parcel H as described hereinabove. For a more detailed description as to courses, metes, bounds, description of location, etc., reference to said plat of record is craved.

SAVE AND EXCEPTING a certain 30 foot pedestrian and utility easement along the generally western 30 feet of the within described property as may be seen on said plat of Clipper Court as above described.

AND ALSO a nonexclusive easement for ingress and egress to the above referred to Clipper Court property as described on said plat, which said nonexclusive easement is a 30 foot road right-of-way from Lighthouse Lane as shown on the plat of Clipper Court, recorded in Plat Book 21 at Page 118 and as may be located and shown on a plat of Lighthouse Beach Company, Quay Side, Harbour Town, which said plat is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 20 at Page 12, and which said existing 30 foot road is shown and located on the plat in Plat Book 20 at Page 12 as dividing Parcel A from Parcel D and running from Lighthouse Lane to Parcel B, said 30 foot right-of-way having a center line from Lighthouse Lane to Ketch Court I (Parcel B) with a length of 117 feet and from Lighthouse Lane South $75^{\circ} 49'$ East; from said point thence South $35^{\circ} 39' 10''$ West a distance of 60 feet to a point; thence South $14^{\circ} 31' 48''$ East a distance of 110 feet to a point on Clipper Court, which said point may be described and shown by reference to the plat of Clipper Court as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 118. For a more detailed description as to the within nonexclusive easement for ingress and egress, reference to said plat of record is craved along with reference to the plat recorded in Plat Book 20 at Page 12.

SECOND: That Grantor (intending to create a horizontal property regime that shall be known as Harbour Town Clipper Court Horizontal Property Regime No. XXXIV, hereinafter called the "Regime"), has constructed on the parcel of land described above certain buildings and other improvements (which, together with the land shown in Exhibit "A", all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, are hereinafter usually referred to as the "Property"), according to the plans attached hereto and identified as Exhibit "B", which were certified by Jerome M. Cooper, A.I.A., an architectural firm duly authorized and licensed to practice in the State of South Carolina, on the 27th day of August, 1973, and which are made a part hereof.

THIRD: That the Property includes four (4) buildings, containing a total of twenty (20) individual dwelling units (hereinafter referred to as "Dwelling Units") and shown on the plans identified as Exhibit "B", hereinbefore mentioned, all of which are to be used for residential purposes. The Dwelling Units are all capable of individual utilization on account of having their own exits to the common elements (either general or limited) of the Property, and they will be sold to one or more co-owners, each co-owner obtaining a particular and exclusive property right thereto, and also undivided interest in the general and limited common elements of the Property, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "common elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

FOURTH: That Property has a total area of 1.092 acres of which 13,586 square feet will constitute Dwelling Units (area under roof), and 34,002.13 square feet will constitute common elements.

FIFTH:

I. DWELLING UNITS.

A. General:

1. Building #1: This building contains four (4) Dwelling Units (hereinafter referred to as "Townhouses"), and known as Townhouse Units 798 to 801, inclusive.
2. Building #2: This building contains four (4) Dwelling Units (hereinafter referred to as "Townhouses"), and known as Townhouse Units 802 to 805, inclusive.
3. Building #3: This building contains six (6) Dwelling Units (hereinafter referred to as "Townhouses"), and known as Townhouse Units 806 to 811, inclusive.
4. Building #4: This building contains six (6) Dwelling Units (hereinafter referred to as "Townhouses"), and known as Townhouse Units 812 to 817, inclusive.

B. Townhouses: The Townhouses, as shown on the plans of the Property (attached hereto and identified as Exhibit "B"), are composed of six (6) Type "A" two-bedroom individual Dwelling Units; six (6) Type "A" three-bedroom individual Dwelling Units; four (4) Type "B" three-bedroom individual Dwelling Units; and four (4) Type "B" one-bedroom individual Dwelling Units.

1. Two-bedroom Type "A" Townhouses: (Townhouse Units 801, 802, 807, 809, 811 and 812.) All two-bedroom Type "A" Townhouses measure in width 13.0 feet in their narrowest interior dimension to 21.0 feet in their broadest interior dimension and 45.5 feet deep in their maximum interior dimensions and contain a net interior area of 1,214 square feet.
2. Three-bedroom Type "A" Townhouses: (Townhouse Units 800, 803, 806, 808, 810 and 813.) All three-bedroom Type "A" units measure 22.5 feet wide and 46.25 feet deep in their maximum interior dimensions and contain a net interior area of 1,422 square feet.
3. Three-bedroom Type "B" Townhouses: (Townhouse Units 799, 805, 815 and 817.) All three-bedroom Type "B" Townhouses are 33.8 feet wide by 37.8 feet deep in their maximum interior dimensions and contain a net interior area of 1,412 square feet.
4. One-bedroom Type "B" Townhouses: (Townhouse Units 798, 804, 814 and 816.) All one-bedroom Type "B" Townhouses measure 22.8 feet wide and 37.8 feet deep in their maximum interior dimensions and contain a net interior area of 741 square feet.

II. COMMON ELEMENTS:

A. The General Common Elements are as follows:

1. The Property, excluding the limited common elements and the Dwelling Units, and including, but not limited to, the foundation, roofs, floors, ceilings, perimeter walls, load-bearing interior walls and partitions, slabs, stairways, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.
2. Tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatus and installation existing for common use, including any substitution of same or additional equipment which may be acquired by the Council of Co-Owners of the Regime.
3. Parking facilities located on the Property, which parking facilities consist of approximately 1,323 square feet, and are shown on the Plat of the Property (attached hereto and identified as Exhibit "A").
4. All roads, walkways, paths, trees, shrubs, yards, gardens, etc., located on the Property.
5. All other elements of the Property constructed or to be constructed, rationally of common use or necessary or convenient to the existence, upkeep and safety of the Property, and, in general, all other devices or installations existing for common use.

B. The Limited Common Elements are as follows:

1. The Townhouse Limited Common Elements are the rear and front yards and service areas (shown on the plat attached hereto and identified as Exhibit "A") adjacent to each apartment, the storage cabinets located in the service areas, and the fences screening the service areas, and are each restricted to the use of the apartment adjacent to such limited common elements, respectively.

SIXTH:

I. That the title and interest of each co-owner of a Dwelling Unit in the common elements listed in Sub-Paragraph II of Paragraph "FIFTH" and their proportionate share in the profits and common elements (both general and limited), as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter referred to as "Council") of the Regime is based on the proportionate value of each Dwelling Unit to the total value of the Property. The total value of the Property is One Million Four Hundred Ninety-Five Thousand Dollars (\$1,495,000.00). The value of each Dwelling Unit and its proportionate percentage interest is set forth below. Such values shall not be deemed to limit the price for which the Property or any Dwelling Unit may be sold or exchanged are as follows:

A. Dwelling Unit 804: 2.943 per cent based on a value of \$44,000 for the said Dwelling Unit.

B. Dwelling Unit 798: 3.146 per cent based on a value of \$47,000 for the said Dwelling Unit.

C. Dwelling Units 814 and 816: 3.210 per cent each based on a value of \$48,000 for each of the said Dwelling Units.

D. Dwelling Units 802, 807, 809 and 811: 4.849 per cent each based on a value of \$72,500 for each of the said Dwelling Units.

E. Dwelling Unit 805: 5.017 per cent based on a value of \$75,000 for the said Dwelling Unit.

F. Dwelling Unit 812: 5.318 per cent based on a value of \$79,500 for the said Dwelling Unit.

G. Dwelling Units 803, 806, 808 and 810: 5.418 per cent each based on a value of \$81,000 for each of the said Dwelling Units.

H. Dwelling Units 815 and 817: 5.618 per cent each based on a value of \$84,000 for each of the said Dwelling Units.

I. Dwelling Unit 801: 5.920 per cent based on a value of \$88,500 for the said Dwelling Unit.

J. Dwelling Unit 813: 6.021 per cent based on a value of \$90,000 for the said Dwelling Unit.

K. Dwelling Unit 799: 6.255 per cent based on a value of \$93,500 for the said Dwelling Unit.

L. Dwelling Unit 800: 6.656 per cent based on a value of \$99,500 for the said Dwelling Unit.

SEVENTH: That the administration of the Regime consisting as aforesaid of the Property described in Paragraphs "FIRST" and "FIFTH" of this Deed shall be in accordance with the provisions of this Deed, and the By-Laws which are made a part hereof and are attached hereto as Exhibit "C".

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

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

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

ELEVENTH: That the percentage of the undivided interest in the common elements (both general and limited) established herein shall not be changed except with the unanimous consent of all of the co-owners expressed in amendment to this Deed duly recorded.

TWELFTH: That the undivided interest in the common elements (both general and limited) shall not be separated from the Dwelling Unit to which it appertains and shall be deemed conveyed with the Dwelling Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

THIRTEENTH: That each co-owner shall comply with the provisions of this Master Deed, the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residential Areas by the Sea Pines Plantation Company dated July 9, 1964, and recorded in the Office of the Clerk of Court for Beaufort County at Book 724 of Deeds, Page 35, and any applicable recorded additions thereto, the Regime By-Laws, decisions and resolutions of the Council of Co-Owners, Board of Administration and their representatives, as lawfully amended from time to time, and failure to comply with any 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 the Sea Pines Plantation Company, its successors and assigns, as set forth in Covenants, Restrictions, and Affirmative Obligations dated August 20, 1967, declared by Sea Pines Land Company, Inc., Sea Pines Plantation Company, and Lighthouse Beach Company recorded in the Office of the Clerk of Court for Beaufort County at Book 150 of Deeds, Page 41. The Dwelling Unit shall also be conveyed subject to the recorded plat and plan of the Property. In addition, the Dwelling Units shall be conveyed subject to the Harbour Town Owners Association Restrictive Covenants recorded in the Office of the Clerk of Court, County of Beaufort, South Carolina, in Book 176 of Deeds, at Page 202, and to the By-Laws of the Harbour Town Owners Association, Inc.

FOURTEENTH: That the dedication of the Property to the Horizontal Property Regime herein shall not be revoked, or the Property removed from the Horizontal Property Regime, or any of the provisions herein amended unless all of the co-owners and the mortgagees of all the mortgages covering the Dwelling Units unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instrument.

FIFTEENTH: That no co-owners of a Dwelling Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Dwelling Unit.

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

SEVENTEENTH: That if the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Property shall be as provided by the above-mentioned Statute of South Carolina.

EIGHTEENTH: That, where a mortgagee or other purchaser of a Dwelling Unit obtains title by reason of foreclosure of a mortgage covering a Dwelling Unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Regime which become 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 liens shall be subordinate to such mortgage.

NINETEENTH: That in a voluntary conveyance of a Dwelling Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Regime against the latter for his share of the common expenses up until the time of the grant or conveyance without prejudice to the Grantees right to recover from the Grantor amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the manager or Council of Co-Owners, as the case may be, setting forth the amount of unpaid assessments against the Grantor due the Regime and such Grantees shall not be liable for, nor shall the Dwelling Unit conveyed be subject to a lien for, any unpaid assessments made by the Council of Co-Owners against the Grantor in excess of the amount therein set forth.

TWENTIETH: That the Board of Administration of the Regime or the Management Agent, or Manager, shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Dwelling Units, but without prejudice to the right of the co-owners to obtain additional individual Dwelling Unit insurance.

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

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its authorized officers the day and year first above written.

Signed, sealed and delivered in the presence of:

SEA PINES PLANTATION COMPANY

Mary Duncan

BY: Richard Stahl (L.S.)
Vice President

Kristine L. McClain

ATTEST: Richard Stahl (L.S.)
Assistant Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Mary Duncan and made oath that she saw the within named Sea Pines Plantation Company by Richard S. Woods its Vice President and H. Richard Werth its Assistant Secretary sign and affix the corporate seal, and as its act and deed, deliver the within instrument dated the day of _____, 1973, and that she with Kristine L. McClain witnessed the execution thereof.

Mary Duncan

SWORN TO before me this 24th
 day of September, 1973.

Kristine L. McClain
 Notary Public State of South Carolina
 My Commission Expires: 4/10/83

HORIZONTAL PROPERTY REGIME XXXIV

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 "SEA PINES PLANTATION CONDOMINIUM XXXIV" has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as "SEA PINES HARBOUR TOWN ~~CLIPPER COURT HORIZONTAL PROPERTY~~ ~~CLUB VILLAS HORIZONTAL PROPERTY~~ REGIME ~~XXXIV~~" (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 Apartments (hereinafter usually referred to as "Apartment") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed and the provisions of the Declaration of Covenants, Restrictions and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas, by the Lighthouse Beach Company, dated April 1, 1970 and recorded in the Office of the Clerk of Court for the County of Beaufort, in Book 172 of Deeds at Page 316, and any applicable recorded additions hereto are accepted and ratified, and will be compiled with.

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

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

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

Section 2. Place of Meetings. Meetings of the Council shall be 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 Regular President once a year between ~~March 15 and April 15~~. 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.

3rd Friday in ~~March~~
9-11-75 meeting 3:00 pm in Oct.

Section 4. Special Meetings. It shall be the duty of the President

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 of 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 of 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 jury members 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 the "Board") comprised of five persons, all of whom must be co-owners of Apartments 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 co-owners.

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

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the common elements.
- (c) 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.

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 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 Apartment owned, 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 Regime Property.

Section 2. Maintenance and Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Apartment, 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 Apartment such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Apartment 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 Apartments - Internal Changes.

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

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

Section 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 purposes than for normal transit through them.

Section 5. Right of Entry.

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

(b) A co-owner shall permit other co-owners, or their **649** representatives, when so required, to enter his Apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of 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, 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 Apartments in the 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.

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting held for such purposes, 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 Apartment shall notify the Board through the management agent, if any, or the President if there is no management agent of the name and address of his mortgagee; and the Regime shall maintain such information in a book entitled "Mortgagees of Apartments".

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

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.

-11-

FILED AT 5:20 O'CLOCK P. M.	BEAUFORT COUNTY S. C. SEP 27 1973	RECORDED IN BOOK PAGE 632
<i>M. H. Linder Day</i> CLERK OF COURT OF COMMON PLEAS		

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) PROPOSED
)
 SEA PINES PLANTATION COMPANY) MASTER DEED
)
 TO) HORIZONTAL PROPERTY REGIME
)
 HARBOUR TOWN CLIPPER COURT)
 HORIZONTAL PROPERTY REGIME NO. XXXIV)

At Hilton Head Island, County of Beaufort, and State of South Carolina, on this _____ day of _____, 197____, Sea Pines Plantation Company, a South Carolina Corporation, whose principal office is situated on Hilton Head Island, State of South Carolina, hereinafter referred to as Grantor, does hereby declare:

FIRST: That Grantor owns a property situated at Hilton Head Island, County of Beaufort, State of South Carolina, which is described as follows:

All that lot or parcel of land, situate, lying and being in Beaufort County, South Carolina, on Hilton Head Island in Sea Pines Plantation, containing _____ acres, and shown on a plat prepared by _____, dated _____, a copy of which plat is attached hereto, marked Exhibit "A", and by reference made a part hereof for a complete and accurate description of the metes, bounds, distances, and location of said property.

SECOND: That Grantor (intending to create a horizontal property regime that shall be known as Harbour Town Clipper Court #2 Horizontal Property Regime No. XXXIV (hereinafter called the "Regime"), has constructed on the parcel of land described above certain buildings and other improvements (which, together with the land shown in Exhibit A, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, are hereinafter usually referred to as the "Property"), according to the plans attached hereto and identified as Exhibit "B", which were certified to by _____, an architectural firm duly authorized and licensed to practice in the State of South Carolina, on the _____ day of _____, 19____, and which are made a part hereof.

THIRD: That the Property includes four (4) buildings, containing a total of twenty (20) individual dwellings units (hereinafter referred to as "Dwelling Units") and shown on the plans identified as Exhibit "B", hereinbefore mentioned (referred to as "Quayside Housing" on the architectural plans), all of which are to be used for residential purposes. The Dwelling Units are all capable of individual utilization on account of having their own exits to the common elements (either general or limited) of the Property, and they will be sold to one or more co-owners, each co-owner obtaining a particular and exclusive property right there-to, and also undivided interest in the general and limited common elements of the Property, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "common elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

FOURTH: That Property has a total area of _____ acres of which _____ square feet will constitute Dwelling Units, and _____ square feet will constitute common elements.

FIFTH:

1. Dwelling Units.

A. General: That the property includes four (4) buildings, containing a total of twenty (20) individual dwelling units, as shown on the Plans of the Property (referred to as "Quayside Housing" on the architectural plans), attached hereto and identified as Exhibit "B", and that the above-mentioned buildings and dwelling units are composed of the following:

1. Building # 1, containing four (4) Dwelling Units (hereinafter sometimes referred to as "Townhouses") and known as Townhouse Units 798 to 801, inclusive. These units are more specifically identified in Section 1 (B) hereof.
2. Building # 2: Building #2, containing four (4) Dwelling Units (herein sometimes referred to as "Townhouses"), known as Townhouse Units 802 to 805, inclusive. These units are more specifically identified in Section 1(B) hereof.
3. Building # 3: Building #3 contains six (6) Dwelling Units (hereinsometimes referred to as "Townhouses") known as Townhouse Units 806 to 811, inclusive. These units are more specifically described in Section 1 (B) hereof.
4. Building # 4: Building #4 contains six (6) Dwelling Units (herein sometimes referred to as "Townhouses"), known as Townhouse Units 812 to 817, inclusive. These units are more specifically described in Section 1(B) hereof.

B. Townhouses: The Townhouses, as shown on the Plans of the Property (attached hereto and identified as Exhibit "B") are composed of six (6) Type "A" two-bedroom individual dwelling units (hereinafter referred to as "Two-Bedroom Type A Townhouses"), six (6) Type A three-bedroom individual dwelling units (hereinafter referred to as "Three-Bedroom Type A Townhouses"), four (4) Type B three-bedroom individual dwelling units (hereinafter referred to as "Three-Bedroom Type B Townhouses") and four (4) Type "B" one-bedroom individual dwelling units (hereinafter referred to as "One-Bedroom Type B Townhouses").

1. Two-Bedroom Type A Townhouses: Townhouse units 801, 802, 807, 809, 811 and 812. All two-bedroom Type A Townhouses measure in width 13.0 feet in their narrowest interior dimension to 21.0 feet in their broadest interior dimension and 45.5 feet deep in their maximum interior dimensions, and contain a net interior area of 1214 square feet.

The two-bedroom Type A Townhouse enters into a two-story foyer of 43 square feet. Directly across from the entrance-way is a 6 square foot guest closet under a 52 square foot stairwell to the second floor. Ahead, and to the right of the entrance-way, is a 37 square foot hallway that provides accesses to a 27 square foot powder room with a 2 square foot linen closet, a 107 square foot dining area, and a 245 square foot living-room. The living-room opens onto a 181 square foot patio area.

A 22 square foot serving passage, off the dining room, accesses a 10 square foot mechanical closet and a 101 square foot kitchen having an 18 square foot washer and dryer closet and a 6 square foot pantry.

The stairwell leading to the second floor opens to a 53 square foot hallway. The hallway discharges into a 203 square foot master bedroom which has a 13 square foot dressing room, flanked by two (2) 8 square foot closets. The dressing room is directly adjacent to a 45 square foot bathroom. The hallway also provides access to a 6 square foot locked closet, a 45 square foot guest bathroom, a 2 square foot linen closet, and a 156 square foot second bedroom which has a 12 square foot clothes closet.

A 21 square foot enclosed storage area is provided adjacent to the exterior of the structure.

The kitchen is equipped with a double compartmented sink, a garbage disposal, a dishwasher, an electric range, a refrigerator-freezer, and a clothes washer and dryer unit.

All three-bedroom apartment units are provided with a 52 gallon electric water heater and heating and cooling unit equipment.

2. Three-Bedroom Type A Townhouse: Townhouse Units 800, 803, 806, 808, 810, and 813. All three-bedroom Type A units measure 22.5 feet wide and 46.25 feet deep in their maximum interior dimensions, and contain a net interior area of 1422 square feet.

The three-bedroom Type A Townhouse enters into an 82 square foot hallway, which accesses a 30 square foot powder room with a 3 square foot linen closet, a 105 square foot kitchen, adjacent to a 41 square foot utility room and a 19 square foot storage area. The hallway discharges into a 247 square foot living room which opens onto a 268 square foot patio. A 135 square foot dining-room is accessed by both the living room and kitchen. A 10 square foot guest closet is adjacent to a 52 square foot stairwell which leads to the second floor.

The stairwell to the second floor opens onto a 44 square foot hallway, which provides access to a 180 square foot master bedroom which has a 16 square foot clothes closet and a 40 square foot bathroom; bedroom #2, 164 square feet, which has a 22 square foot clothes closet and a 47 square foot bathroom; bedroom #3, 122 square feet, which has a 10 square foot clothes closet and a 40 square foot bathroom. Opposite the head of the stairwell is a 10 square foot locked storage closet and a 3 square foot linen closet.

A 21 square foot enclosed storage area is provided adjacent to the exterior of the building.

The kitchen is equipped with a double compartmented sink, a garbage disposal, a dishwasher, an electric range, a refrigerator-freezer, and a clothes washer and dryer unit.

All three-bedroom apartment units are provided with a 66 gallon electric water heater and heating and cooling unit equipment.

3. Three-Bedroom, Type B Townhouse: Townhouse Units 799, 805, 815, and 817. All three-bedroom Type B Townhouses are 22.8 feet wide by 37.8 feet deep in their maximum interior dimensions and contain a net interior area of 1412 square feet.

The three-bedroom, Type B Townhouse enters a foyer of 39 square feet, providing access to a utility room of 45 square feet, containing a washer, dryer, and mechanical unit. Opposite the utility room is a 148 square foot bedroom which contains a 32 square foot dressing room, 11 square foot locked storage closet, and a 40 square foot bathroom. The foyer is adjacent to a 36 square foot hallway, which discharges into a 210 square foot living-room, which opens onto an 84 square foot balcony and accesses a 105 square foot dining-room. The hall also provides access for a 5 square foot guest closet under a 48 square foot stairwell to the second floor. The kitchen, which is entered from the dining-room, has 80 square feet plus a 9 square foot pantry under the stair.

The stairwell to the second floor opens to a 29 square foot hallway which accesses a 166 square foot master bedroom, which has a 40 square foot bathroom and a 54 square foot walk-in clothes and linen closet, a 24 square foot locked storage closet and a 4 square foot linen closet. The hallway also accesses the 147 square foot third bedroom which has a 45 square foot bathroom and a 19 square foot clothes closet.

The kitchen is equipped with a double compartmented sink, a garbage disposal, a dishwasher, an electric range, a refrigerator-freezer, and clothes washer and dryer units.

All three-bedroom apartment units are provided with a 66 gallon electric water heater and heating and cooling unit equipment.

4. One-Bedroom Type B Townhouse: Townhouse units 798, 804, 814, and 816. All one-bedroom Type B Townhouses measure 22.8 feet wide and 37.8 feet deep in their maximum interior dimensions and contain a net interior area of 741 square feet.

The one-bedroom Type B Townhouse enters directly into a 27 square foot foyer, providing access to a utility room of 45 square feet, containing a washer, dryer, and water heater; a 158 square foot bedroom having a 32 square foot walk-in closet, an 11 square foot locked storage closet, and a 40 square foot bathroom; a 40 square foot hallway which opens to the above referenced bathroom, a 5 square foot guest closet, and into a 212 square foot living room. The living room is adjacent to a 94 square foot dining room which provides access to a 58 square foot porch and a 67 square foot kitchen area which has a 5 square foot mechanical unit closet.

A 21 square foot enclosed storage area, shared with the unit above, is provided adjacent to the exterior of the building.

The kitchen is equipped with a double compartmented sink, a garbage disposal, a dishwasher, an electric range, a refrigerator-freezer, and clothes washer and dryer units.

All one-bedroom units are provided with a 52 gallon electric water heater, and heating and cooling unit equipment.

SIXTH: Common Elements

A. The General Common Elements are as follows:

1. The property, excluding the limited common elements and the Dwelling Units, and including, but not limited to, the foundation, roofs, floors, ceilings, perimeter walls, loadbearing interior walls and partitions, slabs, stairways, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.
2. Tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installation existing for common use, including any substitution of same or additional equipment which may be acquired by the Council of Co-owners of the Regime.
3. Parking facilities located on the Property, which parking facilities consist of approximately _____ square feet, and are shown in the plat of the Property (attached hereto and identified as Exhibit "A").
4. All roads, walkways, paths, trees, shrubs, yards, gardens, etc., located on the property.
5. All other elements of the Property, constructed or to be constructed on the Property, rationally of common use or necessary or convenient to the existence, upkeep and safety of the Property and, in general, all other devices or installations existing for common use.

B. The Limited Common Elements are as follows:

1. The Townhouse Limited Common Elements are the rear and front yards and service areas (shown on the Plat, attached hereto and identified as Exhibit "A") adjacent to each apartment, the storage cabinets located in the service areas, and the fences screening the service areas; and, each is restricted to the use of the apartment adjacent to such limited common elements, respectively.

SEVENTH:

1. That the title and interest of each co-owner of a Dwelling Unit in the common elements, listed under letters A and B in Sub-paragraph 2 of Paragraph "FIFTH" and his proportionate share in the profits and expenses in the common elements (both general and limited) as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter usually referred to as "Council") of the Regime, is based on the proportionate value of each Dwelling Unit to the total value of the property, as follows:

- A. One-bedroom dwelling units numbered 798, 804, 814, and 816 are each valued at \$48,250 for purposes of this Regime; and, such value for each unit is 3.227% of the total value of the property in the Regime.
- B. Two-bedroom dwelling units numbered 801, 802, 807, 809, 811, and 812 are each valued at \$75,333 for purposes of this Regime; and, such value for each unit is 5.038% of the total value of the property in the Regime.
- C. Three-bedroom dwelling units numbered 799, 800, 803, 805, 806, 808, 810, 813, 815, and 817 are each valued at \$85,000 for purposes of this Regime; and, such value for each unit is 5.685% of the total value of the property in the Regime.

EIGHTH:

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

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

TENTH:

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

ELEVENTH:

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

TWELFTH:

That the percentage of the undivided interest in the common elements (both general and limited) established herein shall not be changed except with the unanimous consent of all of the co-owners, expressed in amendment to this Deed duly recorded.

THIRTEENTH:

That the undivided interest in the common elements (both general and limited) shall not be separated from the Dwelling Unit to which it appertains, and shall be deemed conveyed or encumbered with the Dwelling Unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH:

That each co-owner shall comply with the provisions of this Master Deed, the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residential Area by the Lighthouse Beach Company, dated April 1, 1970, and recorded in the Office of the Clerk of Court for Beaufort County at Book 172 of Deeds, Page 316, and any applicable recorded additions thereto, the Regime By-Laws, decisions and resolutions of the Council of Co-owners, Board of Administration and their representatives, as lawfully amended from time to time; and, failure to comply with any 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 the Sea Pines Plantation Company, its successors and assigns, as set forth in Covenants, Restrictions, and Affirmative Obligations dated August 20, 1967, declared by Sea Pines Land Company, Inc., Sea Pines Plantation Company, and Lighthouse Beach Company, recorded in the Office of the Clerk of Court for Beaufort County at Book 150 of Deeds, Page 41. The Dwelling Unit shall also be conveyed subject to the recorded plat and plan of the Property. In addition, the Dwelling Units shall be conveyed subject to the Harbour Town Owners Association Restrictive Covenants recorded in the Office of the Clerk of Court, County of Beaufort, South Carolina, in Book 176 of Deeds, at Page 202, and to the By-Laws of the Harbour Town Owners Association, Inc.

FIFTEENTH:

That the dedication of the Property to the Horizontal Property Regime herein shall not be revoked, or the Property removed from the Horizontal Property Regime, or any of the provisions herein amended unless all of the co-owners and the mortgagees of all the mortgages covering the Dwelling Units unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instrument.

SIXTEENTH:

That no co-owner of a Dwelling Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Dwelling Unit.

SEVENTEENTH:

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

EIGHTEENTH:

That if the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Property shall be as provided by the above-mentioned Statute of South Carolina.

NINETEENTH:

That, where a mortgagee or other purchaser of a Dwelling Unit obtains title by reason of foreclosure of a mortgage covering a Dwelling Unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Regime which become 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 liens shall be subordinate to such mortgage.

TWENTIETH:

That, in a voluntary conveyance of a Dwelling Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Regime against the latter for his share of the common expenses up until the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the manager or Council of Co-owners, as the case may be, setting forth the amount of unpaid assessments against the Grantor due the Regime, and such Grantees shall not be liable for, nor shall the Dwelling Unit conveyed be subject to a lien for, any unpaid assessments made by the Council of Co-owners against the Grantor in excess of the amount therein set forth.

TWENTY-FIRST:

That the Board of Administration of the Regime or the Management Agent, or Manager, shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Dwelling Units, but without prejudice to the right of the co-owners to obtain additional individual dwelling unit insurance.

TWENTY-SECOND:

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

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its authorized officers the day and year first above written.

SIGNED, sealed and delivered
in the presence of:

SEA PINES PLANTATION COMPANY

BY: _____ (L.S.)

BY: _____ (L.S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT . . .)

P R O B A T E

PERSONALLY appeared before me _____
and made oath that he saw the within named SEA PINES PLANTATION COMPANY,
by its Vice President and Secretary, sign, affix the corporate seal, and
as its Act and Deed, acquiesce in the execution and delivery of the
written instrument, and that he with _____
witnessed the execution of said document.

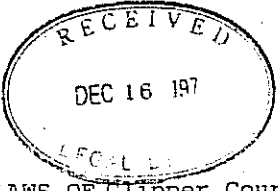
SWORN to before me this _____

day of _____, 19____.

(Seal)

Notary Public for South Carolina

Open Trusts
from. cks



STATE OF SOUTH CAROLINA) AMENDMENT TO BY-LAWS OF Clipper Court
COUNTY OF BEAUFORT) HORIZONTAL PROPERTY REGIME XXXIV

25

WHEREAS, the Master Deed of the Clipper Court Villas Horizontal Property Regime No. XXXIV is recorded in the County of Beaufort, State of South Carolina, in Deed Book 214, Page 632; 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 constituted meeting held for such purpose, which was held on the 21st day of October, 1977, 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 addition of the following Clause to Article VI, Section 1 which concerns assessments:

"The Board of Administration or their designated representatives 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 16 day of November, 1977.

Clipper Court Villas
Horizontal Property Regime XXXIV

WITNESSES:

[Signature]
[Signature]

BY: [Signature]
President

WITNESSES:

[Signature]
[Signature]

ATTEST: [Signature]
Secretary

STATE OF SOUTH CAROLINA)
)
COUNT OF BEAUFORT)

PROBATE

PERSONALLY appeared before me TERESA J. GIBSON, and made oath that (s)he saw the within named Clipper Court Villas, REGIME, by William Y. Edens, its President, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Henry C. White witnessed the execution thereof.

Henry C White
Witness #2


SWORN to before me this 16 day of November, 1977.

Arthur H. Hester
Notary Public for South Carolina
My Commission Expires: 11-20-79

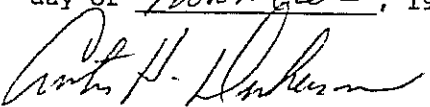
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)


PROBATE

PERSONALLY appeared before me Raymond P. Rivers and made oath that (s)he saw the within named Clipper Court Villas, REGIME, by W. T. Casals, Jr., its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Antis H. Decker witnessed the execution thereof.


Witness #2

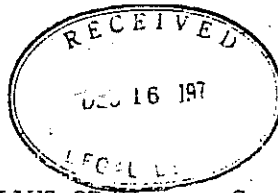
SWORN to before me this 16
day of November, 1977.


Notary Public for South Carolina
My Commission Expires: 11-20-79

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
<u>9:00</u>		<u>257</u>
O'CLOCK	DEC 2 1977	PAGE
<u>A. M</u>		<u>25</u>
		
CLERK OF COURT OF COMMON PLEAS		

See Rivers

From present from clipper



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AMENDMENT TO BY-LAWS OF Clipper Court
) HORIZONTAL PROPERTY REGIME XXXIV

WHEREAS, the Master Deed of the Clipper Court Villas Horizontal Property Regime No. XXXIV is recorded in the County of Beaufort, State of South Carolina, in Deed Book 214, Page 632; 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 constituted meeting held for such purpose, which was held on the 21st day of October, 1977, 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 addition of the following Clause to Article VI, Section 1 which concerns assessments:

"The Board of Administration or their designated representatives 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 16 day of November, 1977.

Clipper Court Villas
Horizontal Property Regime XXXIV

STATE OF SOUTH CAROLINA)
COUNT OF BEAUFORT) PROBATE

PERSONALLY appeared before me TERESA J GIBSON, and made oath that (s)he saw the within named Clipper Court Villas, REGIME, by William J. Edens, its President, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Henry C. White witnessed the execution thereof.

Henry C White
Witness #2

SWORN to before me this 16 day of November, 1977.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11-20-79

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Raymond P. Rivers and made oath that (s)he saw the within named Clipper Court Villas, REGIME, by W. T. Casals, Jr., its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Antis H. Dickerson witnessed the execution thereof.

[Signature]
Witness #2

SWORN to before me this 26 day of November, 1977.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11-20-79

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
<u>9:00</u>		<u>257</u>
O'CLOCK	DEC 2 1977	PAGE
<u>A. M</u>		<u>25</u>
<u>[Signature]</u> CLERK OF COURT OF COMMON PLEAS		

See Pacer