

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

HILTON HEAD CABANAS, INC.)

TO)

HILTON HEAD CABANAS HORIZONTAL)
PROPERTY REGIME VII)

MASTER DEED

HORIZONTAL PROPERTY REGIME

At Hilton Head Island, County of Beaufort, and State of South Carolina, on this 26th day of November, 1969, Hilton Head Cabanas, Inc., hereinafter referred to as Grantor, does hereby state:

FIRST: That the Grantors own 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 tract of land with improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as .449 acres of the Southern portion of Lot 9-B, Forest Beach Subdivision, on a plat prepared by Thomas & Hutton Engineering Company, dated November 17, 1969, and recorded in Plat Book 18 at Page 39 in the Office of the Clerk of Court for Beaufort County, South Carolina, having metes and bounds as follows:

BEGINNING at a point which lies North 26° 08' West a distance of 115.0 feet from the Northwestern corner of the intersection of Forest Beach Drive and De Ayllon Avenue and running from said point of beginning South 63° 52' West a distance of 115.0 feet to a point; thence North 26° 08' West a distance of 170.0 feet to a point; thence North 63° 52' East a distance of 115.0 feet to a point; thence South 26° 08' East a distance of 170.0 feet to the point of beginning.

SECOND: That the Grantor, (intending to create a Horizontal Property Regime that shall be known as HILTON HEAD CABANAS HORIZONTAL PROPERTY REGIME VII, hereinafter called the "Regime") has constructed on the parcel of land described above certain buildings and other improvements (which together with the land described in Paragraph "FIRST", all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto and hereinafter usually referred to as "Property") according to the plans attached hereto and identified as Exhibit "B", which were certified to by Willis D. Corkern, A. I. A., an architect duly authorized and licensed to practice in the State of South Carolina, on the 3rd day of May, 1965, and which are made a part hereof.

THIRD: That the Property includes one (1) building containing ten individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are all capable of individual utilization on account of having their own exits to the common elements to 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 the Property has a total area of .449 acres of which 5304.5 square feet will constitute Apartments, and 11,694.5 square feet will constitute common elements.

FIFTH: That the Apartments and common elements of the Property will be as follows:

1. Apartments: In the building there are ten (10) Apartments numbered consecutively 49, 50, 51, 52, 53, 54, 55, 56, 57, and 58, and hereinafter usually referred to as Apartments.

Each Apartment is equipped with a General Electric air conditioner and electric furnace.

The Apartments are described hereinbelow. The Apartments include (A) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors, thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (B) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting those interior walls and partitions shown on the Plans of the Property (attached hereto and identified as Exhibit B) as enclosing the common pipe chases; and (C) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load bearing walls and walls enclosing the common pipe chases) and floors, ceilings, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any Apartment, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes or systems serving the Apartment. No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular Apartment or building, nor any structural members or portions of any Apartment or building, nor any property of any kind, including fixtures and appliances within any Apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any apartment.

(a) The Apartment measures 38.0' deep and 14.0' wide. A service yard at the front entrance contains 44 square feet. The total heated area of the Apartment is 1,064 square feet. Their boundaries are as shown on the plat attached hereto and identified as Exhibit "B". The Apartments each have their own access to the common elements.

Each Apartment is entered through a foyer containing 62.8 square feet. There is a guest closet in the foyer containing 4 square feet.

The kitchen has an area of 75.9 square feet and is equipped with a:

- General Electric, J.M. 71 Range
- General Electric, J.V. 30 Hood (Vented)
- General Electric, S.D. 200 Dishwasher
- General Electric, T.B.F. 12 Refrigerator

The dining area, located next to the kitchen contains 108 square feet. Off the dining area and adjacent to the central common area is a Living Room, containing 185 square feet. Adjacent to the dining area, under the stair, is a powder room, containing 19.8 square feet.

The upper floor of each Apartment contains two (2) bedrooms, hall, full bath. The entrance side bedroom contains 146.9 square feet and a closet containing 12.6 square feet. The bedroom overlooking the central common area contains 163.5 square feet, and a closet containing 12.6 square feet.

The bath contains 45.2 square feet, and the hall containing a stairway, contains 89.0 square feet, with a linen closet containing 5.3 square feet.

2. Common Elements

(a) The General Common Elements are as follows:

- (1) The Property excluding the limited common elements and the Apartments, and including but not limited to the foundations, roofs, floors, ceilings, perimeter walls, load bearing conduits, air ducts, and public utility lines, including the space actually occupied by the above.
- (2) Parking facilities located on the Property, which parking facilities consist of approximately 6,190 square feet, and are shown in the plat of the Property attached hereto and identified as Exhibit A.
- (3) All roads, walkways, paths, trees, shrubs, yards, gardens, etc., located or to be located on the Property.
- (4) All other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.

(b) The Limited Common Elements are as follows:

- (1) The rear and front yards and service areas (shown on the plat attached hereto and identified as Exhibit B) adjacent to each Apartment and the fences screening the service areas are limited common elements and are each restricted to the use of the Apartment adjacent to such limited common elements, respectively.

SIXTH:

1. That the title and interest of each co-owner of an Apartment in the common elements listed in subparagraph 2 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 usually referred to as "Council" of the Regime is based on the proportionate value of each Apartment to the total value of the Property is as follows:

(a) Apartments 49, 50, 51, 52, 53, 54, 55, 56, 57, and 58: ten (10%) per cent for each Apartment respectively, based on a value of \$28,500.00 for each of said Apartments and a total value of \$285,000.00 for the Property:

2. The proportionate representation for voting purposes provided in subparagraph (1) hereof shall not be altered without the acquiescence of the co-owners representing all the Apartments.

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 with the provisions of the By-Laws are made a part of this Deed 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 Apartments may be conveyed and recorded as individual properties capable of independent use, each having its own exit to the common elements of the Property, each Apartment co-owner having an exclusive and particular right over his respective Apartment, and in addition, the specified undivided interest in the common elements of the Property.

NINTH: That so long as the Grantor owns one or more of the Apartments, 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 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 divided interest in the common elements shall not be separated from the Apartment to which it appertains and shall be deemed conveyed or encumbered with the apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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 semi-residential areas by The Hilton Head Company dated January 23, 1966 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Book 78, Page 306, and the Regime By-Laws, decisions, and resolutions of the Council of Co-Owners, Board of Administration, or 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; providing that nothing contained herein shall limit the rights of The Hilton Head Company as set forth in the aforesaid Declaration.

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

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

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

NINETEENTH: 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 apartments but without prejudice to the right of the co-owner to obtain additional individual Apartment insurance.

TWENTIETH: 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.

Signed, sealed and delivered in the presence of:

HILTON HEAD CABANAS, INC.

[Handwritten signatures]

BY: *[Signature]*
 R. L. Graves - President
[Signature]
 D. C. Peterson - Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

PERSONALLY appeared before me Mary G. Mitchell, who, being duly sworn, deposes and says that she saw the within named HILTON HEAD CABANAS, INC., by its President and Secretary, sign, seal, and deliver the within written Master Deed, and that she with Marvin H. Dukes witnessed the execution thereof.

SWORN TO before me this 26th day of November, 1969.
[Signature] (SEAL)
 Notary Public of South Carolina
 My Commission expires May 16, 1979

[Signature]

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
3:00		168
O'CLOCK	NOV 26 1969	PAGE
P. M.		293
<i>[Signature]</i>		
CLERK OF COURT OF COMMON PLEAS		

EXHIBIT "B"

CERTIFICATION OF VOTE


The undersigned, after first being duly sworn, does hereby state:

1. That I am President of South Carolina Property Management, Inc., the current Management Agent for all Owners and Regimes within Hilton Head Cabanas, Hilton Head Island, Beaufort County, South Carolina.

2. That after Notice a Special Meeting of Hilton Head Cabanas Horizontal Property Regimes I through VIII was held on August 15, 1987, to address the Amendment to By-Laws of each Regime.

3. That proxies to allow voting on such amendment were sent to all members, and that South Carolina Property Management, Inc., as the Management Agent for the Regimes, has received the affirmative vote of a two-thirds (2/3) majority of Owners in each Regime, in favor of adopting and recording the attached Amendment to By-Laws of Hilton Head Cabanas Horizontal Property Regimes I, II, III, IV, V, VI, VII and VIII.

4. That the originals of such proxies and the Minutes of the August 15, 1987 meeting are available for inspection at the offices of South Carolina Property Management, Inc., 24 Bow Circle, Hilton Head Island, South Carolina, upon request.



Carl E. Lewis, President
South Carolina Property
Management, Inc.

SWORN TO before me this _____

day of _____, 1988

(L.S.)
Notary Public for South Carolina

My Commission Expires:

LJH:MMT:H:\CABANAS1.AMD