Official land records are publicly recorded documents and can be found at the Beaufort County Register of Deeds office. They are not CSA (Community Services Associates, Inc.) corporate records (except those that CSA may be a party to), although CSA may have an interest in validated land records that govern Sea Pines. As a complimentary service, CSA staff has compiled this document with the intent to provide links to copies of recorded covenants and land use documents regarding Sea Pines. Most records pre-date CSA formation and have been included for historical reference when possible.

The recorded covenants and land use documents included in this publication are not a complete listing of all Sea Pines related covenants, but best efforts have been made to obtain copies and include the documents related to the Sea Pines community. What is not included are regime specific covenants, e.g., Gull Point Covenants or Deer Island Covenants.

A full listing of Sea Pines related covenants and official land records can be found at the Beaufort County Register of Deeds office located at 100 Ribaut Rd. Beaufort, SC 29901, their phone number is (843) 255-2555 or learn more by visiting their website at https://www.bcgov.net/departments/Real-Property-Services/register-of-deeds/index.php

Navigation of Document:

To navigate this document, click on any of the links on the index page (pg.2) to be directed to the recorded document. By enabling the navigation menu, bookmarks, downloading and printing are available. Please use caution when printing by selecting just the pages you would like to print. To return to the index, select the bookmark icon and select “Sea Pines Covenants/Return to Index of Covenants” or press the Home button on your keyboard. For questions or missing records, please contact info@csaseapines.com. This document will be updated as needed.

Date: 8/21/2018

Covenants and Land Use Documents

Deed Book #	Page #	Year	Description of Recorded Instruments
78	306	1956	Declaration of Covenants of the Hilton Head Company covering Land Use
86	263	1957	Declaration of Covenants, Rights, etc. Amended by 173/46 and 128/185
90	93	1957	Original Class "A" Covenants for Sea Pines
92	152	1958	Class "A" Covenants for Sea Pines - Additional Restrictions
92	287	1958	Expand applicability of 92/152 to additional lands in Sea Pines
100	270	1960	Class "A" Restrictions - Amended by 173/46 and 128/185
106	230	1961	Further Restrictions to 100/270 re: Golf Residential Areas Amended by 173/46
124	35	1964	Class "B" Multi-Family Covenants for Sea Pines
128	185	1965	Uniform Class "A" Covenants for Sea Pines - Intended to amend and restate all of the above Covenants
135	9	1966	Original Open Space Covenants
134	256	1966	Class "A" Covenants for Point Comfort Subdivision
150	41	1967	Original Covenants and Restrictions - South Beach, Harbour Town & Harbour Town Golf Course Tracts - Lighthouse Beach Co.
158	206	1968	Six Oaks Cemetery Covenants - Applicable only against property ownership rights of persons owning cemetery plot or internment right.
168	53	1969	Amend 124/35 Lighthouse Beach Co. - Listing Agmt, 5-10% Rent for short-term rental - Class "B"
168	54	1969	Amend 124/35 by Sea Pines - Listing Agmt, 5-10% Rent for short-term rental
172	316	1970	Class "B" Covenants for Lighthouse Beach Property in 150/41
172	317	1970	Class "A" Townhouse Covenants for Lighthouse Beach - Adds additional restrictions to 150/41
173	46	1970	Class "A" Consolidated Covenants for Sea Pines - Amended and restated all 92/152, 92/287, 100/270, 106/280, 128/185
175	113	1970	Land Use Regulations & Covenants - Forest Preserve - Also committing 572.65 Acres to total open space requirement of 1280 Acres.
179	239	1970	Patio Lot Covenants for Sea Pines
179	240	1970	Creation of Patio Lot Covenants for Lighthouse Beach Property - 172/316
193	788	1971	Class "A" Covenants for Lighthouse Beach - Applicable to all subsequent conveyances of LBC and intended to supersede 86/263; 90/93; 92/152; 92/287; 100/270; 106/230; 128/185
193	1652	1971	Commercial Covenants - Applicable to all deeds subsequently issued by Sea Pines Plantation Company which make reference thereto.
195	103	1972	Amend 172/316 and 179/240, add listing Agreement Requirement
195	107	1972	Identical to 195/103

Deed Book #	Page #	Year	Description of Recorded Instruments
206	560	1973	Amend 124/35 and 168/54
206	1143	1973	Covenants recorded in Book 206 at Page 1143 (the Sea Pines Property Owner Covenants) - Family Dwelling
209	1745	1973	Commercial Use Covenants Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc.
211	1561	1973	Deletes 5-10% Rent for short-term rental restriction from 168/54 (but not from 168/53)
223	2046	1974	Class "A" Covenant Amendment - Tree removal diameter Amendment 173/46
223	2048	1974	Class "B" Tree Diameter Amendment for Sea Pines - Amendment to 124/35, 168/54, 206/560, 211/1561
223	2050	1974	Class "A" Townhouse (Tree Diameter) Lighthouse Beach - Amend 172/317, 195/107
223	2052	1974	Class "B" (Tree Diameter) Lighthouse Beach Properties - Amend 172/316, 195/103
224	472	1974	Amendment and Addition to Class "A" Covenants 173/46 - add Assessments
224	475	1974	Amendment and Addition to Class "B" Covenants 206/560 - add Assessments
224	478	1974	Deletes and Replaces Assessment Requirement of 179/240
224	1010	1974	Deletes clause 2 from 168/54 - Listing Agreement Requirement
224	1036	1974	"74 Covenants" - Open Space, Referendum, Assessments; Restricts multifamily to 2100 Units; Total density 5890 units; Does not modify pre-existing Covenants, Supplements
232	424	1975	SPPC Covenants - Add restrictions to lands conveyed in future by SPPC
232	937	1975	Applies 224/1036 to Lighthouse Beach Properties
234	1416	1975	Addendum to Exhibit B of Declaration of Covenants 224/1036 - Adding Open Space
234	1833	1976	Remove Lot 28 Baynard Cove, Phase II from Open Space
236	1255	1976	Remove Lot 12 Heritage Woods, Phase I from Open Space
241	963	1976	Amend Point Comfort Class "A" Covenants
243	1683	1976	Remove Parcel #1 Baynard Club Villas from Open Space
244	1222	1976	Recreational and commercial use covenants - Applicable to all recreational and commercial property subsequently conveyed by SPPC by Deed making reference thereto.
244	1231	1976	Amend 175/113 - Clarifying and supporting covenants WHZ, ORZ & SZ in Forest Preserve
249	1960	1977	2nd Amendment to Greenwood Gate Villas - Correct Scriveners Error
254	1924	1977	Warranty Deed dated October 5, 1977 recorded in Deed Book 254 at Page 1924
255	1255	1977	Amend 224/1036 Add Open Space - Lagoon Locations
258	253	1977	Beach Club 3.20 Acres; Additional Covenants

Deed Book #	Page #	Year	Description of Recorded Instruments
273	432	1978	Amend 224/1036: Add Gull Point & Audubon Pond Open Space
291	618	1979	Additional Property to Forest Preserve and Open Space; 175/113 and 224/1036 TOTAL 605.78 Acres
223	2046	1974	Amendment to and limitation of application to Class "A" Covenants (173/46) (Tree Diameter)
313	1880	1980	Amendment to 172/317 - Class "B" - Delete Paragraphs 24 and 25
29	181	1980 / Revised 1981	Plat of 84.934 acres on a plate entitled "Plat of Tract 'B', an 84.934 Acre Tract Along Palmetto Bay Road" prepared by Josiah M. Williams, R.L.S. #726, dated 18 November 180, as revised 14, January 1981.
350	1088	1982	Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with certain lands of Three Fountainview Corporation on Hilton Head Island ("Multi-Family Covenants" of June 25, 1982 (refer to #55 of this binder for Plat dated November 18, 1980, as revised January 14, 1981, and recorded in Plat Book 29 Page 181)
351	968	1982	Limitation of Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with certain commercial lands of Sea Pines Plantation - Tract B
351	971	1982	Modification and Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with certain lands in Sea Pines Plantation Company - Parcel C - 6.19 acres
354	382	1982	Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with certain lands in Sea Pines Plantation - Lake Forest Class "A" Townhouse Covenants of September 1, 1982
358	1032	1982	1982 Declaration of Covenants Adding Additional Restriction on Land Uses within the 605.78 acres of the Forest Preserve and Heritage Farm (and clarification) dated September 15, 1982
385	1561	1984	Amendment and Additional Declaration of Rights, Restrictions, Conditions, etc., of Covenants running with certain lands of the Sea Pines Plantation Company Class "A" Covenants, April 1, 1970 - drilling and/or maintenance of private water wells
390	166	1984	Amend 224/1036 to add ARB Provisions - Restatement of Rights, Restrictions, Affirmative Obligations and Conditions which constitute Covenants Regarding ARB
390	179	1984	Additional covenants to certain lands (Business Land 224/1036); Right to location for new/converted hotel, motel and/or inn/rooms.
403	1112	1984	Amend 150/41 to Increase Density to Lighthouse Beach Property
420	1825	1985	Re-recording of 358/1032 - Add missing Plat recording Info

Deed Book #	Page #	Year	Description of Recorded Instruments
422	845	1985	Additional restrictive covenants - 2.599 Acres in South Beach
422	847	1985	Declaration of Covenants and View Easement
430	1534	1985	Declaration of Covenants dated September 19, 1985 - relating to 4.451 acres South Beach and 3.000 acres shown on an "As Built Tree and Topographic Survey of 4.624 Acres South Beach Area"
430	1542	1985	Declaration of Covenant dated September 19, 1985 - 3.255 acres on a plat entitled "A Plat of 3.399 Acres, South Beach Cabanas"
434	745	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot 109 Lawton Woods Subdivision
434	751	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot #18 Otter Road Subdivision
434	757	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot #20 Otter Road Subdivision
434	763	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot #85 Otter Road Subdivision (refer to #26 for copy of the Covenants recorded in Book 206 at page 1143 (the Sea Pines Property Owner Covenants) - Family Dwelling Units)
434	769	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot #54, Ivy Road
434	775	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot #80 Otter Road Subdivision
435	108	1985	Declaration of Covenant dated November 5, 1985 - South Beach Marina Village - Lot #117 Otter Road Subdivision
488	1105	1987	Declaration of Covenant dated October 16, 1987 - Heritage Investors II - Future Villa Site - 22 Dwelling Unit re Marriott Ownership Resorts, Inc. (Harbour Town)
488	1111	1987	Declaration of Covenant dated October 16, 1987 - Welton Corporation - 3 Dwelling Units (Calibogue Club) to Marriott Ownership Resorts, Inc.
490	897	1987	Assignment of Rights and Easements - HH Liquidation Corp. (Note: 490/897 - rights not assigned to CSA…Exhibit "A" of this document is Exhibit "D" to the 1988 Agreement which is the actual list)
495	2140	1987	Hilton Head Liquidation Corp. Amend 224/1036 - Assessments

Deed Book #	Page #	Year	Description of Recorded Instruments
519	1161	1988	Declaration of Covenants and Agreement of 1988 for the Transfer of Properties, Reserved Rights and Obligations of Hilton Head Liquidation Corp, to Community Services Associates, Inc. ("1988 Covenants") Exhibit A - List of Existing Covenants and Recording Data Exhibit B - Irrevocable Trust Agreement of August 1, 1976 between Sea Pines Plantation Company, Joseph B. Fraser, Jr., as individual Trustree, and Bankers Trust of South Carolina, as Co-Trustee Exhibit C - Real Property Listing (Community Properties); Sea Pines Plantation Gate Policy Exhibit D D-1 - Assignment of Rights D-2 - Quit Claim Deeds D-3 - Easements Exhibit E - Description of the business lands and commercial properties as designated in the 1974 Covenants Exhibit F - Sea Pines Plantation Gate Policy
520	1907	1989	Assignment of Rights dated January 12, 1989
549	1078	1990	Restrictive Covenant dated March 19, 1990 - Parcel "A" as shown on plat prepared by Jerry L. Richardson dated August 25, 1976, and revised March 31, 1977, entitled "A Plat of a Portion of Sea Pines Plantation Commercial and Outdoor Recreation Zone"
549	1081	1990	Restrictive Covenant by Fraser Family Irrevocable Trust of 1987
549	1085	1990	Restrictive Covenant by Charles E. Fraser, as receiver for Twin Cities Savings Bank and Six Oaks Cemetery Corporation - 12.05 Acres and 11.46 acres both as shown on a plat entitled "A Plat of Six Oaks Cemetery and Six Oaks Park dated March 21, 1973, as revised May 1, 1973 , last revised November 12, 1974"
572	2416	1991	Assignment of Rights dated September 25, 1990 by and between Sea Pines Plantation Company, Inc., and Community Services Associates, Inc.
590	875	1992	Amend 224/1036 - Sea Pines Club Course - Private (dated December 1, 1989) but not recorded until 1992)
626	2439	1993	Restatement and Modification of Non-Exclusive Easement and Conveyance of Rights dated May 12, 1993 - Community Services Associates, Inc., and Marriott Ownership Resorts, Inc.

Deed Book #	Page #	Year	Description of Recorded Instruments
627	392	1993	Hilton Head Prep Restrictive Covenants - 13.005 Acres Hilton Head Prep Tract
711	1369	1994	Assignment of Rights to CSA as to any rights under Warranty Deed dated October 5, 1977 recorded in Deed Book 254 at Page 1924 (refer to #48 in this binder for copy of the Warranty Deed)
1198	472	1999	Parcel 'B' South Beach - Gossett Parcel - Restrictions as Parks and Recreation Lands
1363	1720	2000	Assignment of Architectural Review Rights dated November 20, 2000
1415	2452	2001	First Amendment to Restatement 390/166
1699	573	2003	CSA Covenants - Lands End Recreational and Club Area A and B
2408	1414	2006	CSA Wetlands Covenants - Hilton Head Prep Site Littoral Shelves
2539	1193	2007	Deed, Bill of Sale and Assignment of Rights - Sea Pines Company, Inc., Sea Pines Forest Preserve Conservation Association, Inc.; Tide Pointe, Inc.; Sea Pine/Tide Point, Inc./Sea Pines Real Estate Company; Lighthouse Realty, Inc.; RG Subsidiary Corporation; the Fifth Golf Course Club, Inc.; Sea Pines Associates, Inc.; and Sea Pines Resort, LLC.
2594	500	2007	Amendment to 1974 Covenants - Amend Assessment Rights and Right for Emergency Special Assessment
3254	2711	2013	Amendment to Declaration of Covenants and Restrictions of Sea Pines Plantation Company, Inc., as Amended - Sea Pines Club Course continue to be a private golf course for exclusive use of members of The Club and their guests dated May 9, 2013
3574	1403	2017	Land Use Covenants and Restrictions for Six Oaks Cemetery

306 Partial Release Recorded 12/22/67 Release & Easement
Book 114 Page 96 + 97 Recorded 4/27/68
Book 11-B Book 155 Page 11
R.M.C. Beaufort, S.C. Sales to Chris Dymo

HILTON HEAD CO.) STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) DECLARATION) of Rights, Restrictions, Conditions, etc.
TO: DECLARATION) which Constitute Covenants Running with Certain Lands of The Hilton Head Company. WHEREAS, The Hilton
OF RESTRICTIONS) Head Company, a corporation organized and existing under the laws of the State of Georgia and domesti-
cated under the laws of the State of South Carolina, is the owner of certain lands located in the County and State
aforesaid, on Hilton Head Island, in said County, and
WHEREAS, The Hilton Head Company desires to make certain declarations concerning the said land in accordance with the
resolution of the Board of Directors adopted at a meeting held December 15, 1955, wherein the President and Secretary
of The Hilton Head Company were authorized to make the declaration and execute the same on behalf of said Company,
NOW THEREFORE, The Hilton Head Company does hereby declare that the provisions herein contained are covenants running
with the following described lands and all other lands of The Hilton Head Company to which said covenants are or may
become applicable. No covenant herein contained shall be revoked by The Hilton Head Company, its successors or assigns
without the written concurrence of the owners of 90% of the total acreage of lands now held by The Hilton Head Company
which may be sold, transferred, conveyed, or assigned following the date given above.
Whenever used herein, the term "The Hilton Head Company" refers to the owner of any and all land conveyed by The Hilton
Head Company to the Hilton Head Land Company, a partnership or to J. B. Fraser, Sr., Olin S. Fraser, J. S. Fraser, Jr.,
F. F. Rambo, Mrs. Pearl C. Fraser, Charles E. Fraser, and G. B. Burroughs, as tenants in common, on or about January 31,
1956. Until such time as a different agent shall be recorded in the Office of the Clerk of Court of Beaufort County by
the owner of such land (or majority of the owners if held by a partnership or tenancy in common) the agent of record
doing business as "The Hilton Head Land Company" for purposes of paragraph 2 of Part I, Part II, and Part III shall be
Joseph B. Fraser, Jr., whose address is Hinesville, Georgia.
I. RESIDENTIAL AREAS - That portion of the lands of The Hilton Head Company situated on Hilton Head Island, State of
South Carolina, referred to as The Hilton Head Beach Subdivisions one (1), two (2), three (3), and one-A (1-A) and any
other lands now owned by The Hilton Head Company which are now designated or used, or whichhereafter shall be design-
ated or used for residential purposes by The Hilton Head Company or The Hilton Head Land Company, their successors or
assigns or any grantee therefrom, which is located within three hundred (300) feet of any boundary line of lands which
may be transferred to The Hilton Head Company shall be subject to the following covenants running with the land.
1. All lots in each subdivision shall be used for residential purposes exclusively. No structure shall be erected,
altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two
and one half (2½) stories in height and a private garage (which may include servants' quarters) and other outbuildings
indident to the use of one single family unit.
2. No building shall be erected, placed or altered on any lot in this subdivision until the building architectural
plans, specifications, and plot plan showing the location of such building, have been approved in writing by The Hilton
Head Company or The Hilton Head Company, if title was derived from such latter company, their agents, successors or
assigns. If The Hilton Head Company or The Hilton Head Land Company, whichever may be applicable, their agents,
successors, or assigns do not act on an application made to them for approval within thirty (30) days, such application
shall be deemed approved.
3. No building shall be located on any lot nearer than twenty (20) feet to the front line, nor nearer than ten (10)
feet to any adjacent streetline, nor nearer than five (5) feet to any lot line.
4. No dwelling shall be permitted on any lot which structure shall have less than six hundred and fifty (650) square
feet of permanently enclosed space, exclusive of garages.
5. The Hilton Head Company hereby reserves unto itself and to The Hilton Head Land Company, their successors and assigns
a perpetual, alienable and releasable and right on, over and under the ground to erect, maintain and use electric and
telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use
of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in, or over the rear five
(5) feet of each lot and five (5) feet along one (1) side of certain lots, all as shown on the plat of said subdivision.
Such right may be exercised by any licensee of The Hilton Head Company or The Hilton Head Land Company, their successors
or assigns, but this reservation shall not be considered as an obligation of The Hilton Head Company or The Hilton Head
Land Company, their successors or assigns to provide or maintain any such utility or service.
6. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks, shall
be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank
or tanks. No sewage shall be emptied or discharged into or upon the ocean or the beach thereof. No sewage disposal
system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the
requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as
installed shall also be obtained from such authority.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be
or may become an annoyance or nuisance to the neighborhood.
8. No livestock or live fowl shall be maintained on any lot without the written consent of The Hilton Head Company or
The Hilton Head Land Company, their successors or assigns.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be
used on any lot at any time as a residence either temporarily or permanently.
10. No lot shall be subdivided without the consent of The Hilton Head Company, or The Hilton Head Land Company, (if title
was derived from the latter company), their successors or assigns; provided, however, that no lot may be so reduced to
a size less than 8,000 square feet, or have a frontage less than 60 feet in length, without the written consent of both
The Hilton Head Company and the Hilton Head Land Company. The Hilton Head Company and the Hilton Head Land Company
hereby expressly reserve to themselves, their successors and assigns, the right to subdivide by joint agreement (by
deed or otherwise), any lot so as to form two or more lots or replat any two (2) or more lots shown on the plat of
said subdivision so as to create building plots or building plots each larger in size than any one of the lots so sub-
divided or replatted. When such a building plot is created, the restrictions and covenants herein apply to such
building plot as a unit, and as to such building plot the word "lot" as used herein, shall be construed to mean
"building plot".
11. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a
period of twenty five (25) years from January 1, 1952, after which time said covenants shall be automatically extended
for successive periods of ten (10) years, unless an instrument signed by a majority of the ten owners of said lots in
the applicable subdivision has been recorded, agreeing to change said covenants in whole or in part. For purposes of
this covenant, the term "applicable subdivision" shall mean any subdivision of record if such subdivision contains 15 or more lots,
or more lots, or any two or more adjacent subdivisions containing a combined total of 15 or more lots.
12. If the parties hereto, or any of them or their heirs, successors or assigns shall violate or attempt to violate any
of the covenants herein, it shall be lawful for any other person or persons owning or having an economic interest (such
as a mortgage) in any real property situated in said land areas to prosecute any lawful proceedings at law or in equity against
against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing
so and or to recover damages or other dues for such violation; but neither a delay in enforcement, nor a failure to
enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to the same or
any subsequent violation. Plans filed pursuant to paragraph 2 above shall be available for inspection by persons having
an economic interest in any real property situated in said land areas.
13. All provisions herein contained shall be severable, and invalidation of any of these covenants by judgment or court
order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
14. The Hilton Head Company and The Hilton Head Land Company, their successors or assigns, shall have the right to
include in any contract or deed hereafter made or any amendment to this declaration additional covenants and Restrictions
which are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
II. SEMI-RESIDENTIAL AREAS - Those portions of the lands of The Hilton Head Company which are marked as tracts 3, 10,
10B, 10C, 11, 11B, F-1, F-2, on the attached map of the Forest Beach Subdivision marked Exhibit A, said subdivision being
bordered on the North by Hilton Head Beach Subdivision Number One (1), and on the east by the Atlantic Ocean, and on
the south by Alder Road and the Lawton Subdivision now being developed by The Hilton Head Company, and any and all other
lands now owned by The Hilton Head Company which are used for semi-residential purposes, shall be subject to the follow-
ing covenants running with the land:
1. All lots in said areas shall be used for semi residential purposes only. As used in this declaration the term
"semi-residential" means building in the nature of motels, hotels, multiple-unit apartment houses and any accompanying
facilities, such as restaurants or swimming pools.

BOOK 78 Page 306

Interpretation of Declaration recorded 6/19/73
Book 312 page 1-99 Road side article
Book 312 Page 377

2. No building, structure, or accompanying facility of any kind, including signs or other forms of advertising, shall be erected, placed, or altered on any lot until architectural plans, specifications, construction material and location have been approved in writing by The Hilton Head Company, its agent, successors, or assigns, or The Hilton Head Land Company, if title was at any time held by such company. Primary consideration in granting or refusing such approval shall be: Quality of design, workmanship and materials; harmony of external design with existing structures, landscaping plan and location with respect to topography and finish grade elevation, as well as any other appropriate and reasonable consideration. If The Hilton Head Company or The Hilton Head Land Company, as appropriate, their successors or assigns, do not act on an application made to them for approval within thirty (30) days after submission, such application shall be deemed approved. This 30 day automatic approval period shall not be applicable unless the applicant presents written evidence of the date of submission to the appropriate company.

3. Lot owners shall landscape the property included within the lot lines and shall maintain the premises in a neat and attractive manner. Owners of lots which border on the beach may landscape and utilize the land in front of their respective lots between the front lot line and the high water mark and extending along the beach to lines representing extensions of the side lot lines; said untilization, if undertaken, may include such facilities as beach umbrellas, tables, walks, etc., of any appropriate nature, by no permanent structure of any kind shall be erected or placed on this area.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. Lot owners shall provide with the area of their own lots parking facilities to fully accomodate the automobiles of their customers and guests, such facilities to conform to the approval of The Hilton Head Company, or The Hilton Head Land Company if title to such lot was at any time held by said company, its agents, successors or assigns.

6. No building shall be located on any lot nearer than twenty (20) feet to the front line nor nearer than fifty (50) feet to the rear (street or lot) line, nor nearer than ten (10) feet to the side lots lines.

7. Prior to the occupancy or opening of a hotel, motel, or other establishment on any lot in the area, and until such time as a central sewage system is available, the owner of said lot shall provide a proper and suitable septic tank or tanks on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such systems, tank or tanks. No sewage shall be emptied or discharged into or upon the beach or the ocean. No sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

8. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be removed from the public view.

9. Lot owners shall provide adequate service entrances which shall be screened from the public view.

10. Until such time as a central water system is provided lot owners shall furnish their own water supply systems, the plans, specifications, and location of which must first be approved by The Hilton Head Company, or The Hilton Head Land Company, as appropriate, their agents, successors, or assigns. No individual water supply system shall be permitted on any lot unless such system is also located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from said authority. The Hilton Head Company, and the Hilton Head Land Company jointly, reserve for themselves, their agents, successors, or assigns the joint right to reasonably control the flow and restrict the use of water from privately owned wells when such is necessary for the protection of other property owners.

11. No noxious or offensive activity shall be carried on upon any lot, now shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No livestock or live fowl shall be maintained on any lot without the written consent of The Hilton Head Company, its agents, successors of assigns.

13. No lot shall be subdivided, or its boundary changed, except with the written consent of The Hilton Head Company or The Hilton Head Land Company, as appropriate, their successors, or assigns. However, The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve for themselves, their successors and assigns, the right to subdivide(by deed or otherwise) any lot so as to make two (2) or more lots, or replat any two (2) or more lots in said subdivision so as to create a building plot or building plots larger than any one of the lots originally platted. When such a lot, lots or building plot is created, the restrictions and covenants herein apply to such lots or building plot as a unit. In no event shall a lot or buildin plot be formed with a frontage of less than one hundred and fifty feet (150) if located on the ocean front, or less than one hundred feet if not so located.

14. The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns the right to designate those tracts marked 2, 4, 9, and 9B on the attached map of the Forest Beach subdivision as semi-residential lands subject to the covenants herein contained, or as commercial areas subject to the covenants contained in Part III of this declaration. However, no such tract, a portion of which has been sold, conveyed, or assigned by either company, their successors or assigns, shall be changed from the designation at the time of such sales or conveyances to the other category (and thereby subject to a different group of covenants) without the consent of the ten owner or owners of said land.

15. The Hilton Head Company and The Hilton Head Land Company hereby reserve to themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear five (5) feet of each lot and five (5) feet along either side, or both sides of each lot. Such right may be exercised by any licensee of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, but this reservation shall not be construed as an obligation of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, to provide or maintain any such utility or service.

16. If any of the parties hereto, their heirs, successors or assigns, or any other person or persons shall violate any of the covenants herein contained, any of said parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as a mortgage) in, real property situated in said subdivision or area or in any adjacent subdivision or area shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and (or), to recover damages for such violation; but neither a delay in enforcement nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to the same or any subsequent violation. All plans, specifications, and other data or information submitted to The Hilton Head Company or The Hilton Head Land Company pursuant to paragraph II above shall be open to the inspection prior to approval by any person or persons owning, or having an economic interest in real property situated in said Forest Beach Subdivision.

17. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgment or court order shall in no wise affect any of the others, which other provisions shall remain in full force and effect.

18. The Hilton Head Company or The Hilton Head Land Company, their successors or assigns shall have the right to include in any contract or deed hereafter or any amendment to this declaration, additional covenants and restrictions which are not inconsistent with, and which do not lower the standards of, the covenants set forth herein.

19. The provisions of the foregoing paragraphs and this paragraph shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors or assigns or any other person or persons owning, or having an economic interest in, real property in said subdivision or area or any adjacent subdivision or area, for a period of ten (10) years from January 1, 1956, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the owners of a two thirds (2/3) majority of the entire acreage in said Forest Beach subdivision shown on the attached plat has been recorded, agreeing to change said covenants in whole or in part.

20. The owners of any land in tracts 2, 4, 6, 7, on the attached map of the Forest Beach subdivision shall contribute annually at the rate of $3.00 an acre to The Hilton Head Company and The Hilton Head Land Company, or their successors, as trustees, to be used for purposes of landscaping and beautifying the park area in the vicinity of Coligny Circle, until such times as a municipal government assumes such landscaping function, or until such time as the owners of two thirds of the acreage in such tracts shall designate new trustees. Such landscaping shall be in accordance with a plan developed by a qualified professional landscape architect. The sum of $3.00 per acre shall be paid annually to said

trustees by the owners of tracts 9b and 10b for the landscaping of the dividing park and by the owners of tracts 9 and 10, 10 and 11, 10c and 11b for the landscaping of the dividing park.

III COMMERCIAL AREAS. Those portions of the lands of The Hilton Head Company which are marked as tracts 5, 5B, 6, 7, 7B, 8, 8B, on the attached map of the Forest Beach subdivision, said subdivision being bordered on the north by Hilton Head Beach Subdivision Number One (1), on the East by the Atlantic Ocean, and on the south by Woodward Avenue and the Lawton Subdivision now being developed by The Hilton Head Company, and any other lands now owned by The Hilton Head Company which may be utilized for commercial purposes, shall be subject to the following covenants running with the land:

1. No commercial venture or similar activity shall be established or carried on in such areas which venture or activity does not conform as regards nature and type to the approval of The Hilton Head Company or The Hilton Head Land Company, if title to the land on which such commercial activity is proposed was held at any time by said Hilton Head Land Company, or their assigns.

2. No building or structure of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any building plot until architectural plans, specifications, construction material and location have been approved in writing by The Hilton Head Company, or The Hilton Head Land Company, if title to such land was held at any time by said Hilton Head Land Company, their agents, successors, or assigns. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a view to the development of an attractive and convenient, commertial area of integrated design and function. If The Hilton Head Company, its agents, successors or assigns do not act on an application made to them for approval within thirty (30) days, such application shall be deemed approved.

3. Owners of shops or other business establishments shall keep their shops, buildings and other structures in good repair, and shall maintain on the premises a neat and attractive appearance in general.

4. Until such time as a municipal government shall fully assume the administration of landscaping and general maintenance of grounds within commercial areas, these functions shall be performed and financed, as to land within each tract by the owners of land within said area as herein indicated. The Hilton Head Company or The Hilton Head Land Company (if title was derived from such company), their successors or assigns, or any other person or persons chosen by the owners of a majority of the acreage in any tract covered by Part III of this declaration, shall landscape and maintain in a neat and attractive manner all land in the area requiring such attention. Each person or persons owning a building or buildings with the tract covered by Part III of this declaration shall bear a proportion of such expense applicable to a tract in the same ratio as that in which the area of his building or buildings stands to the total tract. The total amount of such expenditures for any given year shall be determined by the owners of a majority of the acreage within said area, but in no event shall a building owner by assessed in any given year an amount in excess of five cents ($0.05) for each square foot of enclosed space in such building or buildings. Such landscaping and maintenance shall be done in a manner which, insofar as possible, will be proportionally equal benefit to all owners of buildings in the tract.

5. Prior to the opening of any shop, enterprise or building of any kind in this area a central sewage system or proper and suitable septic tank or tanks shall be provided for the disposal of all sewage, and all sewage shall be emptied or discharged into such system, tank or tanks. No such sewage-disposal system shall be permitted on any lot unless it is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from said authority. No sewage shall be emptied or discharged into or upon the ocean or the beach.

6. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be removed from the public view.

7. Owners of buildings in said area shall provide adequate service entrance which shall be properly screened from the public view.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance.

9. No livestock or live fowl shall be kept on any lot without the written consent of The Hilton Head Company, its successors or assigns.

10. No lot in tracts covered by Part III of this declaration shall be subdivided, or its boundary lines changed except with the written consent of The Hilton Head Company or The Hilton Head Land Company (if title was derived from such company) their successors or assigns. However, The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns the right to subdivide (by deed or otherwise) any lot so as to make two or more lots or to replat any two or more lots, so as to create a building plot or plots larger than any of the lots originally plotted.

11. In order to preserve and enhance the economic value of commercial investments in the Forest Beach Subdivision and to prevent congestion and crowding in such subdivision which would be detrimental to the value of adjacent semi-residential and residential areas, no more than fifty per cent (50%) of the total acreage in any tract covered by Part III of this declaration may be utilized for enclosed and/or covered commercial buildings or facilities of any kind. The remainder shall be available for landscaped grounds and gardens, swimming pools, walkways, automobile parking, outdoor recreational facilities, and similar facilities.

12. The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns the right to designate tracts 2, 4, 9, 9B, shown on the attached plat of the Forest Beach Subdivision as being subject to either the covenants contained in Part II or Part III of this declaration, but after land has been sold, assigned or conveyed in any such tract by The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, the designation shall not be changed from one category of use and group of covenants to the other without the consent of the then owner or owners of said land.

13. The Hilton Head Company and The Hilton Head Land Company hereby reserve to themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of each lot to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities. Such easement may be exercised by any licensee of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, but this reservation shall not be construed as an obligation of The Hilton Head Company or The Hilton Head Land Company to provide or maintain any such utility or service.

14. If any of the parties hereto or their heirs, successors or assigns, or any other person or persons shall violate any of the covenants herein contained, any of such parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as a mortgage) in, real property situated in said area or any adjacent area shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and (or) to recover damages for such violation, but neither a delay in enforcement nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to that same or any subsequent violation. All plans, specifications, and other data or information submitted to The Hilton Head Company or The Hilton Head Land Company pursuant to paragraph II above shall be open to the inspection prior to approval by any person or persons owning, or having an economic interest in real property situated in said Forest Beach Subdivision.

15. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgment or court order shall in no wise affect any of the others which other provisions shall remain in full force and effect.

16. The Hilton Head Company and the Hilton Head Land Company, their successors or assigns shall have the right to include in any contract or deed hereafter made or any amendment to this declaration, additional restrictions and covenants which are not inconsistent with, and which do not lower the standards of the covenants set forth herein.

17. The provisions of the foregoing paragraph and this paragraph shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors, or assigns, or any other person or persons owning, or having an economic interest in, real property in said area, or any adjacent area, for a period of ten (10) years from January 1, 1956, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the owners of a two thirds (2/3) majority of the acreage shown on the attached map of the subdivision has been recorded, agreeing to change said covenants in whole or in part.

IV. ROADSIDE AREAS. Those lands of The Hilton Head Company situated on Hilton Head Island, State of South Carolina, which lie adjacent to the existing or projected main roads and Highways on Hilton Head Island shown on red on the attached map marked exhibit "B" shall be subject to the following covenants running with the land, to-wit:
1. No building, large structure or commercial facilities of any kind shall be constructed or placed nearer than one hundred (100) feet to the center of the right (of way) of said roads or highways. Said 200-foot area may not be used for any purpose which would retard or prevent its utilization as part of a landscaped right-of-way area bordering such roads and highways, or which would increase the cost of such utilization by any appropriate highway authority.
2. No commercial establishment or building or any kind shall be erected, placed or altered along said roads or highways unless plans, specifications, construction material and location have been approved in writing by The Hilton Head Company or The Hilton Head Land Company (if title was derived fromsuch company), their successors or assigns.
3. Access roads to and fromall commercial establishments along said roads and highways shall be constructed in an attractive and uniform manner, shall lead well off the main road or highway in question at periodic intervals far enough apart to prevent congestion detrimental to traffic safety, and shall conform to the approval of The Hilton Head Company or The Hilton Head Land Company, as appropriate, their successors or assigns.
4. Fully adequate parking facilities more than 100 feet away from the center of said roads and highways shall be provided by the owners of said commercial establishments so as to prevent unsightly or unsafe congestion of cars near said roads and highways.
5. No commercial signs, billboards or other forms of advertisement shall be erected, placed or altered on or near said roads or highways unless the design, construction material and location have been approved in writing by The Hilton Head Company or The Hilton Head Land Company, if title to the land upon which erection is proposed was derived from such company, their successors or assigns. Primary consideration consideration in granting or refusing such approval shall be given to: preventing obstruction of the view along said roads and highways, insuring roadside fixtures of and attractive and uniform design which fit into the general culture of the community, and avoiding objects and structurs which might have a detrimental effect on the beauty of the area or on traffic safety.
6. No such commercial sign, billboard, or other forms of advertisement shall be erected or placed nearer than two hundred (200) feet to the center of the right of way of said roads or highways, nor shall exceed ten (10) feet in height, nor shall be placed nearer than three hundred (300) feet to any intersection or railroad crossing, provided, however, that these restrictions shall not include (1) directional signs indicating the location of subdivisions, facilities, and major development areas so long as such signs are not over thirty five (35) square feet in size and are of parkway type with green background and white lettering, or such other uniform design as may be mutually agreed upon in writing by The Hilton Head Companyand The Hilton HeadLand Company, their agents, successors or assigns; or (2) signs located on a commercial lot or building advertising the commercial activity involved, if approval has been obtained in accordance with paragraph 5 above.
7. No noxious or offensive activity shall be carried on within the vicinity of said roads or highways.
8. If any of the parties hereto, their heirs, successors or assigns or any other person or persons shall violate or attempt to violate any of the covenants herein contained, any of said parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as a mortgage) in, real property situated in said areas or adjacent areas, shall have the righ to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and (or), to recover damages for such violations, but neither a delay in enforcement nor a failure to enforce one or more of said covenants shall constitute a waiver of the right to so thereafter as to the same or any subsequent violation. All plans, specifications, and other data or information submitted to The Hilton Head Company or The Hilton Head Land Company pursuant to paragraph 11 above shall be open to the inspection prior to approval by any person or persons owning, or having an economic interest in real property situated in said Forest Beach Subdivision/
9. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgment or court order shall in no wise affect any of the others, which other provision shall remain in full force and effect.
10. The Hilton Head Company and The Hilton Head Land Company, their successors or assigns, shall have the right to include in any contract or deed hereafter made, or any amendment to this declaration, additional covenants and restrictions which are not inconsistent with, and which do not lower the standards of, the covenants set forth herein.
11. The provisions of the foregoing paragraphs and this paragraph shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors or assigns, or any other person or persons owning or having an economic interest in, real property in said area or adjacent areas, for a period of ten (10) years from January 1, 1956, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the owners of a two thirds (2/3) majority of the acreage of said lands has been recorded agreeing to change said covenants in whole or in part.
V. PARK AREAS. 1. That portion of the lands of The Hilton Head Company shown as the open areas between groups of lots in any subdivision or between subdivisions, which constitute means of access to the beach for rear lots, and any other areasdesignated by The Hilton Head Company, its successors or assigns, shall be set aside as park areas to be allowed to stand free of buildings, billboards, etc., or to be landscaped and maintained, for the beautification of the Island and the enjoyment of its residents and visitors. Dated this 28th day of January, 1956.
THE HILTON HEAD COMPANY (SEAL) By: J. B. Fraser President of the Hilton Head Company Attest: Fred C. Hack Secretary-Treasurer The Hilton Head Company Witnesses: O. T. McIntosh, Jr. G. G. Dowling

STATE OF SOUTH CAROLINA)PERSONALLY appeared before me O. T. McIntosh who, on oath, says that he saw the within named
COUNTY OF BEAUFORT)HILTON HEAD COMPANY by J. B. Fraser, President sign the within instrument, and Fred C. Hack its Secretary-Treasurer attest the same, and the said corporation by said officers seal said instrument and, as its act and deed, deliver the same and that he with G. G. Dowling witnessed the execution thereof. O. T. McIntosh, Jr.
SWORN to before me, this 28th day of January, 1956. G. G. Dowling (L.S.) Notary Public for South Carolina

Recorded and Certifiedthis 27 day of February, 1956. J. A. Sulgen Dep. Clerk of Court

RAYMOND H. CARRINGTON &
NEMA P. CARRINGTON)STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT
TO: CONVEYANCE)KNOW ALL MEN BY THESE PRESENTS, THAT we, Raymond H. Carrington and Nema P.
MARGARET J. WILLIAMS) Carrington, of Beaufort County, South Carolina, in consideration of the sum of Two Thousand Six Hundred and no/100 ($2,600.00) Dollars to us in hand paid at and before the sealing of these Presents by Miss Margaret J. Williams, of Beaufort County, South Carolina, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Miss Margaret J. Williams, her heirs and assigns, the following described real estate, to-wit: ALL that certain piece, parcel or lot of land on Ladies Island, Beaufort County, State of South Carolina, being a part of what is known as the "Colony Gardens" tract and being designated as Lots Numbers twenty-nine (29) and thirty (30) of Colony Gardens Subdivision Number Three (3), as will more fully appear by reference to a plat of Lady's Island Country Club surveyed July 8, 1949, by A.E.Samuel, Jr. and J.M.Waddell, Jr. and revised August 9, 1955, by J.C.Sammons, Surveyor, and revised February 10, 1956, by A.O.Christensen, Surveyor, showing thereon Colony Gardens Subdivision Number Three (3). The said Lots Numbers twenty-nine (29) and thirty (30) bounded and described, separately, as follows, to-wit: Lot Number twenty-nine: Starting at a point being the Northeastern corner of Lot No. 29 on the West side of a new proposed road and extending in a Southerly direction along the Western side of the said proposed road for a distance of One Hundred (100) feet to the Southeast corner of Lot No. 29, thence extending West along the Southern boundary of Lot No. 29 for a distance of two hundred seventy-three and four tenths (273.4) feet to the South west corner of Lot Number 29, adjacent to the paved County Highway, thence extending in a Northerly direction for a distance of One Hundred (100) feet to the Northwestern corner of Lot No. 29, thence extending in an Easterly direction along the Northern boundary line of Lot No. 29 for a distance of two hundred seventy-seven and seven-tenths (277.7) feet to the point of beginning. The Northern and Southern boundary lines are parallel. Bounded on the North by Lot No. 30 next described herein; on the East by a proposed roadway; on the South by lot No. 28 owned by Grantors Herein; and on the West by the County paved road.
AND ALSO: Lot Number Thirty (30): Starting at a point being the Northeastern corner of Lot Number (30) on the West side of a proposed roadway, and extending in a Southerly direction along the Western

STATE OF SOUTH CAROLINA)
) DECLARATION
COUNTY OF BEAUFORT)

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., which Constitute Covenants, running with Certain Lands of The Sea Pines Plantation Company, Inc.

WHEREAS, THE SEA PINES PLANTATION COMPANY, A Corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands on Hilton Head Island within Sea Pines Plantation known as the Green Heron Drive beach residential area and has an option to purchase extensive additional lands within Sea Pines Plantation on said island, located in the county and state aforesaid, and

WHEREAS, THE SEA PINES PLANTATION COMPANY, Inc. desires to make certain declarations concerning land owned by The Company in accordance with the resolution of its Board of Directors adopted at a meeting held August 2, 1957, wherein the President and Secretary of The Sea Pines Plantation Co., Inc. were authorized to make the Declaration and execute the same on behalf of said Company,

NOW THEREFORE, The Sea Pines Plantation Co., Inc. does hereby declare that the provisions herein contained are covenants running with the said described lands and all other lands which may be adquired by the Sea Pines Plantation Co., Inc. to which said covenants may be made applicable by reference.

Definition

Whenever used herein, the term "The Company" shall refer to The Sea Pines Plantation Company, its successors and assigns.

PART ONE

COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" LIMITED RESIDENCE AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residence Areas until the building plans, specifications, plot plans (showing the proposed location of such building or structure, drives and parking area), and construction schedule have been approved in writing by The Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications by the Company may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished the Company for its records.

2. The exterior of all houses and other structures must be completed within one year after the construction of same shall have been commenced, except when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergencies or natural calamities.

3. All lots in said Residence Areas shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two (2) stories in height and one accessory building which may include a detached private garage and/or servants' quarters, provided the use of such accessory building does not include any activity normally conducted as a business.

4. A guest suite or like facility with separate kitchen may be included as part of the main dwelling, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

5. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, or animals or device or thing of any sort whose normal activities or existence is in any wise noxious, dangerous, unsightly, unpleasant or of a nature as will necessarily diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

7. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow up on any such lot to a height above two (2) feet, (except as part of a landscaping plan approved by the Company) and on request failed to have the premises cut within 30 days, agents of the Company may enter upon said land to cut and remove the same at the expense of the owner; provided, however, that such expense shall not exceed ten ($10) Dollars annually. The Company may likewise enter upon said land to remove any trash which has collected on said lot at the expense of the owner; provided, however, that such expense may not exceed twenty-five ($25) Dollars annually. This provision shall not be construed as an obligation on the part of the Company or the Association to provide garbage or trash pick-up service.

8. In the event the owner desires to sell a Sea Pines residential site with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the property is about to be sold, and the said Company shall have thirty days within which to exercise its option to purchase said property; and should the Company fail or refuse (within thirty days after receipt of notice of the price and terms) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to all covenants and limitations herein contained.

9. No commercial signs, including "for rent" or "for sale" signs shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Company.

10. Each lot owner shall provide two spaces for off-street parking of automobiles prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

11. Each lot owner shall provide receptacles for garbage in a screened area not generally visable from the road, or provide underground receptacles, or like facility in accordance with reasonable standards established by the Company.

12. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks, shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank, or tanks. No sewage shall be emptied or discharged in the ocean or any creek, marsh, river, or sound, or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

13. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity,

telephone, gas sewage, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the plat of individual subdivision. These easements expressly include the right to cut any trees or bushes, etc. grading and like action reasonably necessary to provide economical utility installation. It further reserves the right to locate pumping stations, tanks and wells within residential areas on any residential lot designated for such use on the plat of a residential subdivision or any adjacent lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered as an obligation of the Company to provide or maintain any such utility or service.

14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tree house or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

15. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of said subdivision in order to create a building lot or lots each larger in size than any one of the lots so subdivided or replatted. In the event of approved change in boundary lines, or creation of a new building lot pursuant to this paragraph, the restrictions and covenants applicable to individual lots herein apply to each such new building lot or modified lot as a unit.

PART TWO

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

(The Covenants and restrictions contained in Part Two of this declaration shall apply to all subdivisions and residential sites designated by the Company as a "Sea Pines Beach Residential Area").

1. In order to provide a permanent fund to maintain, landscape, and repair private streets, walkways, and like community areas; maintain the beachfront in a clean and orderly condition; provide for pest control when needed; and in general provide those services important to the development and preservation of an attractive overall community appearance, and secure the privacy and general safety of the beach residential communities, each owner of a lot within Sea Pines Beach Residential Areas shall pay annually to The Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of fifteen ($15.00), with said payment to be placed in an escrow account for use exclusively for the purposes hereinabove noted.

2. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company, its agent, successors or assigns maintains a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use of dwellings served by such distribution line.

3. No large trees (diameters six inches and larger) may be removed without the written approval of The Company, unless located within ten (10) feet of the main dwelling or accessory building.

4. Owners of oceanfront lots may not remove, reduce, cut down, or otherwise lower the elevation of sand dunes and ridges located on the rear half of any oceanfront lot to a level lower than fourteen (14) feet above mean low water, except with the written permission of The Company.

5. There shall be reserved for the use and benefit of adjacent second row lot owners an easement of view, with said easement running along the side boundry lines of oceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It being the purpose of this easement to enable second row lot owners to permanently maintain an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocean breezes. Owners of oceanfront lots may not erect any fence, wall or other structure interfering such easement. Agents of the Company acting at the request of owners of second row lots may enter onto front row lots and cut and trim any trees, limbs, bushes, shrubs or other obstructions located within such easement area and interfering with the view of second row property owners. Such clearing and maintenance shall be at the expense of the second row lot owners, except when the easement of view was willfully obstructed by the owner of a oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the oceanfront lot owner.

6. The Company covenants and agrees that it will hold in trust all lands (if any) located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean in front of such lot for the use and benefit of residents of the beach residential areas of Sea Pines Plantation, and that it will not subdivide, sell, or otherwise dispose of such land under conditions which would permit its use for the erection of any structure, whatsoever, without the written permission of the owner of such oceanfront lot.

7. No dwelling or structure may be constructed closer than twenty (20) feet to any lot property line except garages, car shelters, and terraces, except in the case of lots fronting on walkways, in which event the main dwelling may be constructed within ten (10) feet of the walkway boundary.

8. The front of any dwelling or other structure (except walkways) on oceanfront lots may not be located more than one hundred (100) feet from the rear of the lot, except with the written permission of The Company. Such permission shall not be granted if the owner or owners of either adjacent oceanfront lot file written objection after receiving notice from the Company of intent to permit construction at a distance greater than one hundred (100) feet from the rear property line of such lot.

PART THREE

SPECIAL RESTRICTIONS AFFECTING CALIBOGUE CAY RESIDENTIAL AREAS

(The covenants and restrictions contained in Part Three of this declaration shall apply to all future subdivisions and residential sites designated as "Calibogue Cay Residential Area")

1. In order to provide a permanent fund to maintain, landscape, and repair all private streets (except those located within an individually owned lot) and roads located on or leading to Calibogue Cay; maintain the roadways, open areas, parks, and like areas in a clean and orderly condition; provide for pest control when needed; and in general provide those services important to the development and preservation of an attractive overall Community appearance, and secure the privacy and general safety of the Calibogue Cay residential areas, each owner of a lot within the Calibogue Cay residential area (encompassing all parts of the body of land formerly known as Long Island which are limited to single family dwellings) shall pay annually to The Company as agent for the Sea Pines Association the sum of fifteen ($15.00) for use exclusively for the purposes hereinabove noted.

2. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Company, its agent, successors or assigns maintains a water distribution line within (50) feet of such lot with an average daily water pressure adequate for normal household use of dwellings served by such distribution line.

3. No dock, jetty, pier or like structure may be constructed from any lot into Broad Creek or Calibogue Sound or adjacent marsh or banks until the plans and specifications therefor have been approved in writing by The Company.

4. No large trees (diameters six inches and larger) and located more than ten (10) feet from the main dwelling or accessory building or like distance from the approved location of a projected main dwelling or accessory building shall be removed without the written approval of The Company.

5. No dwelling or accessory building shall be constructed closer than twenty feet on any side or rear property line, nor closer than fifty (50) feet from the front property line facing the Sound or Creek except with the written permission of The Company. Such permission for modification of these setback rules shall not be granted by the Company if either of the adjacent lot owners file objections to such modification.

PART FOUR

PROTECTIVE COVENANTS, OBLIGATIONS, AND RESTRICTIONS AFFECTING GREEN HERON ROAD SUBDIVISION

1. All lots shown on the plat of the GREEN HERON ROAD subdivision of SEA PINES PLANTATION, which plat is filed in plat book 10 page 65, in the office of the Clerk of Court of Beaufort County, are hereby designated as "Class A Limited Residence Areas" and as "Sea Pines Beach Residential Areas", and are declared to be subject to all protective covenants, obligations, and like restrictions as set forth in PART ONE and PART TWO of this declaration, and all general limitations and such special restrictions set forth below as are made applicable to such lots by numerical reference.

Green Heron Road Size Restrictions

2. The main dwellings on lots (25), (26), (27), (28) and (29) as shown on the plat of Green Heron Road Subdivision, shall have a minimum enclosed dwelling area of not less than two thousand (2,000) square feet; and, if a two-story building, not less than fifteen hundred (1,500) square feet of enclosed dwelling area on the main floor.

3. The main dwellings on lots (2), (3), (4), (6), (7), (8), (10), (11), (12), (14), (15), (16), (18), (19), (20, (21), (22), (23), and (24) as shown on the plat of Green Heron Road Subdivision shall have a minimum enclosed dwelling area of not less than fifteen hundred (1,500) square feet and, if a two-story building, not less than one thousand (1,000) square feet of enclosed dwelling area on the main floor.

4. The main dwellings on lots (1), (5), (9), (13), and (17) as shown on the plat of Green Heron Road Subdivision shall have a minimum enclosed dwelling area of not less than twelve hundred (1,200) square feet, and, if a two-story building, not less than eight hundred (800) square feet of enclosed dwelling area on the main floor.

Definition

5. The term "enclosed dwelling area" as used in paragraphs two (2), three (3), four (4) and five (5) does not include garages, boat sheds, terraces, decks, open porches, and like areas. The term "enclosed dwelling area" includes screen porches, if the roof of such porches form an integral part of the roof line of the main dwelling, or if they are on the ground floor of a two-story structure. However, shed-roof type attached screened porches are specifically excluded from the definition of "enclosed dwelling area" for purposes of these covenants.

PART FIVE

All covenants, restrictions, and affirmative obligations set forth in this Declaration, including Part One, Part Two, Part Three and Part Four shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from July 15, 1957, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

1. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, The Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restriction in this deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Dated this 19 day of August

In presence of:
O T McIntosh Jr
Phyllis L. Stone

THE SEA PINES PLANTATION CO.

BY Charles E. Fraser
President

BY Kay Logan
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Personally appeared before me O. T. McIntosh, Jr. who being duly sworn, deposes and says that he saw Sea Pines Plantation Company, incorporated, by Charles E. Fraser, its President and its Secretary, sign, seal and as its act and deed execute the foregoing instrument for the uses and purposes therein mentioned and that with Phyllis L. Stone witnessed the execution thereof.

Sworn to and subscribed before me
this 19th day of ~~June~~ Aug. 1957.

Phyllis L. Stone L.S.
Notary Public for South Carolina

FILED AT 9:00 O'CLOCK A.M. Aug. 1957 BEAUFORT COUNTY S.C.

RECORDED IN BOOK 56 PAGE 263

Margaret J. Rodgers
Mgr. CLERK OF COURT OF COMMON PLEAS

15

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

D E C L A R A T I O N

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., which Constitute Covenants, running with Certain Lands of The Sea Pines Plantation Company, Inc.

WHEREAS, THE SEA PINES PLANTATION COMPANY, A Corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands on Hilton Head Island within Sea Pines Plantation has an option to purchase extensive additional lands within Sea Pines Plantation on said island located in the county and state aforesaid, and

WHEREAS, THE SEA PINES PLANTATION COMPANY, Inc. desires to make certain declarations concerning land owned by The Company in accordance with the resolution of its Board of Directors adopted at a meeting held December 13, 1957, wherein the President and Secretary of The Sea Pines Plantation Co., Inc., were authorized to make the Declaration and execute the same on behalf of said Company.

NOW THEREFORE, The Sea Pines Plantation Co., Inc. does hereby declare that the provisions herein contained are covenants running with the said described lands and all other lands which may be acquired by The Sea Pines Plantation Co., Inc. to which siad covenants may be made applicable by reference.

DEFINITION

Whenever used herein, the Term "The Company" shall refer to The Sea Pines Plantation Company, its successors and assigns.

PART ONE

COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" LIMITED RESIDENCE AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residence Areas until the building plans, specifications, exterior color or finish, plot plans (showing the proposed locattion of such building or structure, drives and parking area), and construction schedule have been approved in writing by The Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications by The Company may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished the Company for its records.

2. The exterior of all houses and other structures must be completed within one year after the construction of same shall have been commenced, except when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergencies or natural calamities.

3. All lots in said Residence Areas shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two (2) stories in height and one accessory building which may include a detached private garage and/or servants' quarters, provided the use of such accessory building does not include any activity normally conducted as a business. Such accessory building may not be contructed prior to the construction of the main dwelling.

4. A guest suite or like facility with separate kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

5. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, or animals or device or thing of any sort whose normal activities or existence is in any wise noxious, dangerous, unsightly, unpleasant or of a nature as will necessarily diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

7. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow up on any such lot to a height above two (2) feet, (except as part of a landscaping plan approved by the Company) and on request failed to have the premises cut within 30 days, agents of the Company may enter upon said land to cut and remove the same at the expense of the owner; provided, however, that such expense shall not exceed ten ($10) Dollars annually. The Company may likewise enter upon said land to remove any trash which has collected on said lot at the expense of the owner; provided, however, that such expense may not exceed twenty-five ($25) Dollars annually. This provision shall not be construed as an obligation on the part of the Company or the Association to provide garbage or trash pick-up service.

8. In the event the owner desires to sell a Sea Pines residential site with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the property is about to be sold, and the said Company shall have thirty days within which to exercise its option to purchase said property; and should the Company fail or refuse (within thirty days after receipt of notice of the price and terms) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to all covenants and limitations herein contained.

9. No commercial signs, including "for rent" or "for sale" signs shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Company.

10. Each lot owner shall provide two spaces for off-street parking of automobiles prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

11. Each lot owner shall provide receptacles for garbage in a screened area not generally visiable from the road, or provide underground receptacles, or like facility in accordance with reasonable standards established by The Company.

12. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks, shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. No sewage shall be emptied or discharged in the ocean or any creek, marsh, river, or sound, or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

13. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public

conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the plat of individual subdivision. These easements expressly include the right to cut any trees, or bushes, etc., grading and like action reasonably necessary to provide economical utility installation. It further reserves the right to locate pumping stations, tanks and wells within residential areas on any residential lot designated for such use on the plat of a residential subdivision or any adjacent lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered as an obligation of the Company to provide or maintain any such utility or service.

14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tree house or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

15. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of said subdivision prior to their sale in order to create a modified building lot or lots provided that no lot originally shown on a recorded plat is reduced by more than 20% from it original size, each larger in size than any one of the lots so subdivided or replated. When such a building lot is so created, the restrictions and covenants herein apply to such building lot as a unit.

PART TWO

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

(The Covenants and restrictions contained in Part Two of this declaration shall apply to all subdivisions and residential sites designated by the Company as a "Sea Pines Beach Residential Area")

1. In order to provide a permanent fund to maintain, landscape, and repair private streets, walkways, and like community areas; maintain the beachfront in a clean and orderly condition; provide for pest control when needed; and in general provide those services important to the development and preservation of an attractive over all community appearance, and secure the privacy and general safety of the beach residential communities, each owner of a lot within Sea Pines Beach Residential Areas shall pay annually to The Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of fifteen ($15) with said payment to be placed in an escrow account for use exclusively for the purposes hereinabove noted.

2. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company, its agents, successors or assigns maintains a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use of dwellings served by such distribution line.

3. No large trees (diameters six inches and larger) may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or or approved site for such building.

4. Owners of oceanfront lots may not remove, reduce, cut down, or otherwise lower the elevation of sand dunes and ridges located on the rear half of any oceanfront lot to a level lower than fourteen (14) feet above low mean water, except with the written permission of the Company.

5. There shall be reserved for the use and benefit of adjacent second row lot owners an easement of view, with said easement running along the side boundry lines of oceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It being the purpose of this easement to enable second row lot owners to permanently maintain an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocean breezes. Owners of oceanfront lots may not erect any fence, wall or other structure interfering such easement. Agents of the Company acting at the request of owners of second row lots may enter onto front row lots and cut and trim any trees, limbs, bushes, shrubs or other obstructions located within such easement area and interfering with the view of second row property owners. Such clearing and maintenance shall be at the expense of the second row lot owners, except when the easement of view was willfully obstructed by the owner of a oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the oceanfront lot owners.

6. The Company ocvenants and agrees that it will hold in trust all lands (if any) located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean in front of such lot for the use and benefit of residents of the beach residential areas of Sea Pines Plantation, and that it will not subdivide, sell, or otherwise dispose of such land under conditions which would permit its use for the erection of any structure, whatsoever, without the written permission of the owner of such oceanfront lot.

7. No dwelling or structure may be constructed closer than ten (10) feet to any lot property line except garages, car shelters, and terraces, except in the case of lots fronting on walkways, in which event the main dwelling may be constructed within ten (10) feet of the walkway boundary.

8. The front of any dwelling or other structure (except walkways) on oceanfront lots may not be located more than one hundred (100) feet from the rear of the lot, except with the written permission of the Company. Such permission shall not be granted if the owner or owners of either adjacent oceanfront lot file written objection after receiving notice from the Company of intent to permit construction at a distance greater than one hundred (100) feet from the rear property line of such lot.

PART THREE

PROTECTIVE COVENANTS, OBLIGATIONS AND RESTRICTIONS AFFECTING WOOD IBIS ROAD SUBDIVISION

1. All lots shown on the plat of the WOOD IBIS ROAD SUBDIVISION of SEA PINES PLANTATION, which plat is dated October 29, 1957, and is filed in the office of the Clerk of Court, Beaufort County, are hereby designated as "Class A Limited Residence Areas" and as "Sea Pines Beach Residential Areas", and are declared to be subject to all protective covenants, obligations and like restrictions as set forth in PART ONE and PART TWO of this Declaration, and all general limitations and such special restrictions set forth below as are made applicable to such lots by numerical reference.

WOOD IBIS ROAD SIZE RESTRICTIONS

2. The main dwellings on lots (25), (26), (27), (28), and (29) as shown on the plat of WOOD IBIS ROAD SUBDIVISION, shall have a minimum enclosed dwelling area of not less than two thousand (2,000) square feet; and, if a two-story building, not less than fifteen hundred (1500) square feet of enclosed dwelling area on the main floor.

3. The main dwellings on lots (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14), (15), (16), (17), (18), (19), (20), (21), (22), (23), (24) as shown on the plat of WOOD IBIS ROAD SUBDIVISION shall have a minimum enclosed dwelling area of not less than fifteen hundred (1,500) square feet and, if a two-story building, not less than one thousand (1,000) square feet of enclosed dwelling area on the main floor.

DEFINITION

4. The term "enclosed dwelling area" as used in paragraphs (two) 2, (three) 3, (four) 4 and (five) 5 does not include garages, boat sheds, terraces, decks, open porches, and like areas. The term "enclosed dwelling area" includes screen porches, if the roof of such porches form an integral part of the roof line of the main dwelling, or if they are on the ground floor of a two-story structure. However, shed-roof type attached screened porches are specifically excluded from the definition of "enclosed dwelling area" for purposes of these covenants.

PART FOUR

All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from July 15, 1957, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

1. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restriction, or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed hereafter made, additional restrictive covenants in respect to said properties.

DATED THIS 13 day of December THE SEA PINES PLANTATION CO.

WITNESS Kathrine W. Wilson by: Charles E. Fraser
President

WITNESS Ruth G. Owens by:
Asst. Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Personally appeared before me Kathrine W. Wilson, who being duly swon, deposes and says that he saw Sea Pines Plantation Company, Incorporated, by Charles E. Fraser, its Assistant President and its Secretary, sign, seal and as its act and deed execute the foregoing instrument for the uses and purposes therein mentioned and that with Ruth G. Owens witnessed the execution thereof.

Kathrine W. Wilson

Sworn to and subscribed before me this 13 day of December.

Ruth G. Owens L.S.
Notary Public for South Carolina

FILED AT 9:00 O'CLOCK A. M

APR 1958

BEAUFORT COUNTY, S. C.

RECORDED IN BOOK 90 PAGE 93

M. J. Rodgers
CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RIGHTS, RESTRICTIONS, CONDITIONS, ETC., CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY, INC.

Original

DECLARATION

DOWLING & DOWLING
ATTORNEYS AT LAW
BEAUFORT, S. C.

1956A
00152

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

D E C L A R A T I O N

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., which Constitute Covenants, running with Certain Lands of The Sea Pines Plantation Company, Inc.

WHEREAS, THE SEA PINES PLANTATION COMPANY, Inc., a Corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands on Hilton Head Island, Beaufort County, South Carolina, said lands being located within Sea Pines Plantation; and

WHEREAS, THE SEA PINES PLANTATION COMPANY, Inc., has an option to purchase extensive additional lands within said Sea Pines Plantation located in the county and state aforesaid; and

WHEREAS, THE SEA PINES PLANTATION COMPANY, Inc., pursuant to a resolution adopted by its Board of Directors at a meeting duly held on September 2, 1958, wherein the President and Secretary of The Sea Pines Plantation Company, Inc., were duly authorized to make, publish and record a Declaration of Rights, Restrictions, Conditions, etc., which Constitute Covenants Running with certain lands now held or which may later be acquired by said Company, now desires to make, publish and record such Declaration;

NOW THEREFORE, THE SEA PINES PLANTATION COMPANY, Inc., does hereby declare that the provisions herein contained are rights, restrictions, conditions, etc., all constituting covenants running with certain lands now held by said Company and running with all lands which may be acquired by said Company, to which said lands these covenants may be made applicable by reference in a deed or in a written instrument duly recorded in the Deed Records, Beaufort County, South Carolina.

DEFINITIONS

1. Whenever used herein, the term "The Company" shall refer to The Sea Pines Plantation Company, Inc., its successors and assigns.

2. Whenever used herein or whenever used in an instrument which makes this declaration applicable by reference to certain specific lands, the term "enclosed dwelling area" shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, accessory buildings, boat sheds, terraces, decks, open porches and similar areas; provided further that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area"; provided further, however, that screen porches are included within the term "enclosed dwelling area" if the roof of such porches forms an integral part of the roof line of the main dwelling or if such porches are on the ground floor of a two-story structure.

PART ONE

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS A LIMITED RESIDENCE AREAS

1. No building, fence or other structure shall be erected placed or altered on any lot in such Residence Areas until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by The Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations may be made in such plans after approval by the Company is given except by and with the consent of the Company. No alterations in the exterior appearance of any building or structure shall be made without like approval of the Company. One copy of all plans and related data will be furnished the Company for its records.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sale contract, and expressly stipulated in each deed.

3. Since the establishment of standard inflexible building set-back lines for locating houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific set-back lines are established by these covenants. In order to assure, however, that location of houses will be staggered; that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, The Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Class A Limited Residence Areas; PROVIDED HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site; and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would

result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow upon any lot to a height of two (2) feet, (except as part of a landscaping plan approved by the Company) and on request fail to have the premises cut within 30 days, agents of the Company may enter upon said land to remove the same at the expense of the owner; provided, however, that such expense shall not exceed Ten Dollars ($10.00) annually. The Company may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot: provided however that such expense shall not exceed ($15.00) Fifteen Dollars annually. This provision shall not be construed as an obligation on the part of the Company or the Association to provide garbage or trash removal services.

10. In the event the owner desires to sell a Class A Limited residential site within Sea Pines Plantation together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona-fide offer

has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject however to all covenants and limitations herein contained.

11. No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Company.

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable septic tank or tanks shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to use of the system.

15. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water wherever and whenever such action

may appear to the Company to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided however that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

18. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, or buried underground.

19. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the company prior to construction.

20. No private water wells may be drilled or maintained on any residential lot so long as The Sea Pines Water Works Company, its agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date the residence has been completed or a private well may be drilled by the lot owner.

21. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such buildings.

22. No lot shall be subdivided, or its boundary lines changed except with the written consent of the company. However, the company hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more lots shown on the platof any said subdivision prior to their sale in order to create a modified building lot or lots, provided that no lot originally shown on a recorded plat shall be reduced by more than 20% from its original size. The restrictions and covenants herein apply to each such building lot so created or modified.

PART TWO

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS.

1. In order to provide a permanent fund to maintain, landscape and repair private streets,(except those located within a privately owned lot), walkways, and like community areas; maintain the beachfront in a clean and orderly condition; provide for pest control when needed; and in general provide those services important to the development and preservation of an attractive community appearance, and further to maintain the privacy and general safety of the beach residential communities, each owner of a lot within Sea Pines Beach Residential Areas shall pay annually to The Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of Fifteen Dollars ($15.00), said sum to be placed in an escrow account and to be used exclusively for the purposes hereinabove noted.

2. Owners of oceanfront lots may not remove, reduce, cut down, or otherwise lower the elevation of sand dunes and ridges located on the rear half of any oceanfront lot to a level lower than fourteen (14) feet above mean low water, except with the written permission of the Company.

3. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of oceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocean breezes. Owners of oceanfront lots may not erect any fence, wall, or other structure interfering with such easement. Agents of the Company acting at the request of the owners of second-row lots may enter on to front row lots and cut or trim any trees, limbs, bushes, shrubs or other obstructions located within such easement area and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfuly obstructed by the owner of an oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the oceanfront lot owner who obstructed or authorized the obstruction of the easement of view.

4. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean directly in front of each such lot for the use and benefit of residents of the beach residential areas of Sea Pines Plantation, and that it will not subdivide, sell, or otherwise dispose of such land under conditions which would permit its use for the erection of any structure whatsoever without the written permission of the owner of the one oceanfront lot contiguous to and immediately behind such portion of the trust property involved.

5. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

PART THREE

SPECIAL RESTRICTIONS AFFECTING CALIBOGUE CAY RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets, except those located within a privately owned lot, walkways, and like community areas, maintain the shores facing Calibogue Sound and Broad Creek in a clean and orderly condition; provide for pest control when needed; and in general provide those services important to the development and preservation of an attractive community appearance, and further to maintain the privacy and general safety of the Calibogue Cay Residential Areas, each owner of a lot within Calibogue Cay Residential Areas shall pay annually to The Sea Pines Plantation Company, as agent for Sea Pines Association, the sum of Fifteen Dollars ($15.00), said sum to be placed in an escrow account and to be used exclusively for the purposes hereinabove noted.

2. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of any sound or creek front lot and the high water mark of Broad Creek or Calibogue Cay directly in front of each such lot for the use and benefit of the residents of the Calibogue Cay Residential areas of Sea Pines Plantations, and that it will not subdivide, sell, or otherwise dispose of such land under conditions which would permit its use for the erection of any structure whatsoever without the written permission of the owner of the one sound or creek front lot contiguous to and immediately behind such portion of the trust property involved.

3. Owners of lots fronting on the trust property described in Paragraph 2 above may erect docks and/or boathouses upon the trust property located between the outer boundary of their lots and contiguous to same and the high water mark upon complying with the following terms and conditions: (a) complete plans and specifications including site, color or finish must be submitted to the Company in

writing; (b) written approval of the Company to such plans and specifications must be secured, the Company reserving the right, in its uncontrolled discretion, to disapprove such plans and specifications on any grounds, including purely aesthetic reasons. Any alteration of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

4. All lot owners who construct or cause to be constructed said docks and/or boathouses must maintain said structures in good repair and to keep same clean and orderly in appearance at all times; and must paint or otherwise treat with preservative all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservative in an attractive manner. The Company shall be the judge as to whether the docks and/or boathouses are clean, safe, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies a particular lot owner in writing that said dock and/or boathouse fails to meet acceptable standards, said lot owner shall thereupon remedy such condition within thirty (30) days to the satisfaction of the Company, and that failing so to remedy such conditions, the lot owners hereby covenant and agree that the Company may make, but is not obligated to make, such repairs or take such actions as will bring the said dock and/or boathouse up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

5. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action whatsoever on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass.

PART FOUR

SPECIAL RESTRICTIONS AFFECTING POINT COMFORT RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair streets, walkways and like community areas; provide for pest control when needed; and in general provide those services important to the development and preservation of an attractive overall community appearance, and to secure the privacy and general safety of the residential communities, each owner of a lot with the Point Comfort Residential Areas shall pay annually to The Sea Pines Plantation Company, as agent for the Point Comfort Association, the sum of Fifteen Dollars ($15.00) with said payment to be placed in an escrow account for use exclusively for the purposes hereinabove noted.

2. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view, with said easement running along the side boundary lines of all lots located on the outer peri-

meter and facing towards Broad Creek or Thorn Creek, said lots hereinafter referred to as "outer perimeter lots". Said easement shall extend five (5) feet on either side of said side boundary lines, it being the purpose of this easement to enable second row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view and direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company acting at the request of owners of second row lots may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs or other obstructions located within such easement area and interfering with the view of said second row property owners. Such clearing and maintenance shall be at the expense of the second row lot owners, except when the easement of view was wilfully obstructed by the owner or agent thereof an outer perimeter lot, in which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement.

3. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of outer perimeter lots and the high water mark of the tidal waters for the use and benefit of the owners of said lots and that the Company will not subdivide, sell, otherwise dispose of, nor permit the erection of any structures upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved; provided however that this covenant extends only to lands contiguous to and located or fronting on water navigable at low tide.

4. The owners of outer perimeter lots fronting on the trust property described in paragraph 5 above may erect docks and/or boathouses upon the trust property located between the outer boundary of their lots and contiguous to same and the water navigable at low tide upon complying with the following terms and conditions: a) complete plans and specifications including color or finish must be submitted to the Company in writing, b) written approval of the Company as to such plans and specifications must be secured, the Company reserving the right, in its uncontrolled discretion, to disapprove such plans and specifications on any grounds, including purely aesthetic reasons. Any alteration of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove such alterations as it retains for disapproving the original structures.

5. All persons owning such perimeter lots who construct or cause to be constructed said docks and/or boathouses hereby covenant and agree to maintain said structures in good repair and to keep same safe, clean and orderly in appearance at all times; and further

so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants in respect to said properties.

DATED THIS 8 DAY OF September, 1958.

The Sea Pines Plantation Company, Inc.

Seal

Witness: Theron L. Caudle III By: Charles E. Fraser
President

Witness: Charles M. Parrish By: Wallace E. Butler, Jr.
Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Personally appeared before me Theron L. Caudle III who being first duly sworn, deposes and says that he saw The Sea Pines Plantation Company, Inc., acting by and through Charles E. Fraser, its President, and Wallace E. Butler, Jr., its Secretary, sign, seal and as its act execute the foregoing instrument for the uses and purposes therein mentioned and that with Charles M. Parrish witnessed the execution thereof.

Theron L. Caudle III

Sworn to and subscribed before me this 8th day of Sept., 1958.

Lois W Richardson L.S.
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

THE SEA PINES PLANTATION COMPANY

FILED AT 12:00 O'CLOCK A.M. SEP 1958 BEAUFORT COUNTY, S.C. RECORDED IN BOOK 92 PAGE 152

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION

287

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS BELONGING TO THE SEA PINES PLANTATION COMPANY,

WHEREAS, The Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina and having its principal office and place of business on Hilton Head Island, Beaufort County, South Carolina, is the owner of certain lots within Sea Pines Plantation, and

WHEREAS, The Sea Pines Plantation Company has previously recorded in Book 86, Page 263, and in Book 90, Page 93, in the realty records of Beaufort County restrictive covenants affecting said lots, reserving the right in each instance to add additional restrictive covenants in respect to said properties, and

WHEREAS, The Sea Pines Plantation Company has developed uniform covenants for all future subdivisions which are basically identical to the covenants recorded as set forth above, except that additional restrictive covenants have been added, said uniform covenants being recorded at Book 92, Page 152, The Sea Pines Plantation Company does hereby declare that the uniform covenants recorded at Book 92, Page 152, are made applicable to the following residential lots within Sea Pines Plantation:

GREEN HERON ROAD SUBDIVISION:

Lots Numbers 1, 4, 5, 9, 12, 18, 21, 23, 25, 27 and 28, and such other lots within Green Heron Road Subdivision as may be deeded subject to covenants at Book 92, Page 152, by specific reference in individual deeds or by subsequent Declaration of the owner thereof;

WOOD IBIS ROAD SUBDIVISION:

Lots Numbers 1, 2, 3, 4, 5, 9, 10, 14, 19, 20, 22 and 27, and such other lots within Wood Ibis Road Subdivision as may be deeded subject to covenants at Book 92, Page 152, by specific reference in individual deeds or by subsequent Declaration of the owner thereof;

POINT COMFORT "TRACT A" SUBDIVISION:

Block "A" Lots Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22;
Block "B" Lots Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17;

CALIBOGUE CAY SUBDIVISION NUMBER ONE:

Lots Numbers 4 and 7, and such other lots within Subdivision Number One as may be deeded subject to covenants at Book 92, Page 152, by specific reference in individual deeds or by subsequent Declaration of the owner thereof;

CALIBOGUE CAY SUBDIVISION NUMBER TWO:

Lots Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10;

OYSTER CATCHER ROAD SUBDIVISION:

Lots Numbers 10, 11, 12, 13, 14, 15, 16 and 17 and such other lots within Oyster Catcher Road as may be deeded subject to covenants at Book 92, Page 152, by specific reference in individual deeds or by subsequent Declaration of the owner thereof;

LAUGHING GULL ROAD SUBDIVISION:

Lots Numbers 11, 12, 13, 14, 15, 16, 17 and 18, and such other lots within Laughing Gull Road as may be deeded subject to covenants at Book 92, Page 152, by specific reference in individual deeds or by subsequent Declaration of the owner thereof;

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the uniform covenants recorded in Book 92 at Page 152 shall be the sole applicable covenants restricting and affecting all lots listed above, and such other lots within the above mentioned subdivisions as may be deeded subject to covenants at Book 92, Page 152 by specific reference in individual deeds or by subsequent declaration to the extent that there is any variation from, and additions to, covenants previously recorded; and further, it is the true intent and purpose of The Sea Pines Plantation Company that to the extent that there is any conflict between those covenants and declarations previously recorded at Book 86, page 263, and Book 90, page 93, and those recorded at Book 92, page 152, that the provisions of said latter Declaration at Book 92, page 152 et al shall govern and restrict said lots.

IN WITNESS WHEREOF, The Sea Pines Plantation Company, Inc. has caused these presents to be executed in its name by Charles E. Fraser, its President, and by Wallace E. Butler, Jr., its Secretary, and its corporate seal to be hereto affixed this 8th day of October, 1958.

Signed, Sealed & Delivered in the Presence of:

Theron L. Cuddy III

Richard A. McGinty

THE SEA PINES PLANTATION COMPANY, INC.

BY: Charles E. Fraser
President

Wallace E. Butler Jr.
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me Theron L. Cuddy III who, on oath, says that he saw the within named The Sea Pines Plantation Company, Inc., by Charles E. Fraser, its President, sign the within Declaration, and Wallace E. Butler, Jr., its Secretary, attest the same, and the said Corporation, by said officers, seal said Declaration, and, as its act and deed, deliver the same, and that he with _____ witnessed the execution thereof.

Theron L. Cuddy III

SWORN to before me this

8th day of October, 1958.

Lois D. Richardson
Notary Public for South Carolina

FILED AT 10:45 O'CLOCK A. M.

OCT 1958

BEAUFORT COUNTY, S. C.

RECORDED IN BOOK 92 PAGE 287

1960A
00270

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

270

DECLARATION

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC, which constitute covenants running with certain lands of the Sea Pines Plantation Company, Inc.

WHEREAS, The Sea Pines Plantation Company has previously made, published and recorded a Declaration of uniform covenants to restrict all Sea Pines Plantation residential areas designated as a Class A Limited Residence Area, said uniform covenants being Part One of the Declaration recorded in Deed Book 92 at page 152, and

WHEREAS, in addition to the covenants above described, special covenants of limited area application were also published and recorded in said Declaration, said special covenants being as follows:

PART TWO - SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

PART THREE - SPECIAL RESTRICTIONS AFFECTING CALIBOGUE CAY RESIDENTIAL AREAS

PART FOUR - SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

WHEREAS, in addition to the special covenants of limited area application recorded in Book 92, at page 152, The Sea Pines Plantation Company, Inc. pursuant to a resolution adopted by its Board of Directors at a meeting duly held on February 20, 1960, does hereby make, publish and record additional special covenants of limited area application, which special covenants shall be rights, restrictions and conditions constituting covenants running with those lands ~~designated as Area Two, Section 1, together with all lands~~ W.B.J. conveyed subject to these covenants by deed reference or in a written instrument duly recorded in the Deed Records of Beaufort County, South Carolina.

PART ONE

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets, (except those located within a privately owned lot), walkways, and like community areas; maintain adjacent areas used by residents in a clean and orderly condition, provide a fund for pest control when needed; and generally provide a fund for those services important to the development and preservation of an attractive community, and to further to maintain the privacy and general safety of the residential communities which are in the Sea Pines Plantation, each owner of a lot within such Golf Fairway Residential Areas shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of ($15), per lot, or portion of a plot equivalent in size to a standard golf [illegible] as shown on the plat thereof as may hereafter extend to be used

2. The landscaping plan for the areas of any lot or block of future lots within 50 feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Sea Pines Plantation Company, its agents, successors and assigns before implementation.

3. Prior to the construction of a residence on a golf fairway lot The Sea Pines Plantation Company shall be entitled to enter onto the first 50 feet of any lot and plant thereon shurbery and trees as part of the golf fairway landscaping plan, with due and proper consideration being given to the landscaping plan suggested by the lot or block owner. The company shall have the right to maintain all such landscaping, care being taken to prevent such maintenance activities from becoming a nusiance to the lot owner.

4. Individuals playing golf on the Sea Pines Golf fairways shall be entitled to make reasonable entry onto any fairway lot or block without such entry being a trespass, to recover any golf balls which fall on said lot, but shall not be entitled to play the golf ball from any such privately owned residential lot, nor enter on any such lot in any golf cart or other vehicle, nor commit in any way a nuisance while on such lot.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interferring with play due to their loud barking, running on the fairways, picking up balls or any other like interference with play.

6. The Sea Pines Plantation Company, and successors in ownership of The Sea Pines Golf Course shall have the right to enter onto

the front 50 feet of the golf fairway side of a lot or block for the purpose of mowing grass and weeds, trash clearing, and for maintenance of any shrubs or plants which form part of the golf course fairway landscaping program, without any such entry being deemed a trespass.

7. No block of golf course property shall be subdivided into lots which do not have either (a) a minimum of 90 feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of 20,000 square feet of ground area, except where such smaller lot shall have been approved in writting by a declaration of the Sea Pines Plantation Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual lots.

PART TWO

SPECIAL RESTRICTIONS AFFECTING ESTATE RESIDENTIAL AREAS

In order to provide a permanent fund to maintain, landscape and repair private streets, (except those located in a privately owned lot) and like community areas; provide pest control when needed; and provide a general fund for the services important to the development and preservation of an attractive community appearance, and further to maintain the privacy and general safety of the beach residential communities, each owner of a lot (defined as each two acres or fraction thereof) within Sea Pines estate residential areas shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Plantation Association, the sum of $15.00 to be placed in an escrow account to be used exclusively for the purposes herein above noted.

After February 15, 1971 any owner of an estate site containing two acres or more may divide such site into a total of two sites, neither site having less than one acre of ground, notwithstanding the provision of paragraph 22 of Part One of the covenants recorded in book 92, page 152. In the event of such a division, each lot so created shall be considered a seperate individual lot for purposes of these covenants and the covenants recorded in Book 92, page 152.

PART THREE

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the lands made applicable hereto by deed reference or other recorded instrument and shall be binding on all parties and persons claiming under them for a period of 25 years from July 15, 1957, after such time the said covenants shall be automatically extended for succession periods of 10 years unless an instrument signed by the majority owners of the lots effected by such covenent as has been recorded, agreeing to change said covenants in hold or in part.

2. For purposes of this Part Three, all lots within the estate residential areas shall be considered effected by the Special Re-

Strictions Affecting Estate Residential areas, all the lots within 400 feet of the golf course shall be considered as effected by the Special Restrictions Affecting Golf Fairway Residential Areas.

3. In the event of the violation or breech of any of the covenants and restrictions by any property owner, or agent of such owners, the owners of lots in the neighborhood or subdivision or any of them shall have the right to proceed at law and or in equity to compel a compliance to the terms hereof to prevent the violation or breach in any event. In addition to the foregoing, the Sea Pines Plantation Company, its agents, successors and assigns, may take similar action, and shall have the right, whenever there shall have been built on any lot affected by these covenants any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same on expense of the owner, if after 30 days written notice of such violation it shall have not been corrected by the owner. Any such entry and abatement of removal shall not be deemed to trespass.

4. The failure to enforce any right, reservation, restriction, or condition contained inthis Declaration or referenced Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breech or of a breech occuring prior, or subsequently to, and shall not bar or affect its enforcement. The invalidation by any court of any restriction in this declaration or reference declarations, shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

5. The Company may include in any contract or deed hereafter to be made modifications and additions to the restrictive covenants in respect to said properties.

Dated this 22nd day of February, 1960.

WITNESS:

Lois H. Richardson

Virginia C. Hassell

SEA PINES PLANTATION COMPANY, INC.

BY Charles E. Fraser
President

BY Wallace E. Butler Jr.
Secretary

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Lois H. Richardson
Witness

who, on oath, says that she saw the within named THE SEA PINES PLANTATION COMPANY, INC. by Charles E. Fraser, its
Insert name of Pres. or Vice Pres.

President sign the within Deed, and Wallace E. Butler Jr. its
Name of Sec., Assist. Sec. or Treas.

Secretary, attest the same, and the said Corporation, by said officers, seal said Deed, and as its act and deed, deliver the same, and that she with Virginia C. Hassell witnessed
Other witness

the execution thereof.

the execution thereof.

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Lois H Richardson
Witness

SWORN to before me, this 23rd day of February, A.D. 1960.

Virginia C. Hassell
Notary Public, South Carolina

My Commission expires at the pleasure of the Governor of South Carolina.

FILED AT 2:30 O'CLOCK P. M.

MAR 1960

BEAUFORT COUNTY, S. C.

RECORDED IN BOOK 100 PAGE 270

M. J. Rodgers
CLERK OF COURT OF COMMON PLEAS

Book100/Page274 CFN#1960A00270

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION

of Rights, Restrictions, Conditions, etc. which constitute covenants running with certain lands of The Sea Pines Plantation Company, Inc.

WHEREAS, The Sea Pines Plantation Company, Inc., a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands near or adjacent to the Sea Pines Golf Course located within Sea Pines Plantation on Hilton Head Island, in the County and State aforesaid, and

WHEREAS, The Sea Pines Plantation Company, Inc. has heretofore executed Special Restrictions affecting such Golf Fairway Residential Areas, which said Special Restrictions are recorded in the office of the Clerk of Court for Beaufort County in Deed Book 100 at page 270, and

WHEREAS, The said The Sea Pines Plantation Company, Inc. wishes to record modified Special Restrictions and file this Declaration, with certain golf fairway lots being conveyed subject to the modified Special Restrictions herein set forth by reference hereto in the deeds of conveyance, and

WHEREAS, At a meeting held on May 8, 1961, the Board of Directors of The Sea Pines Plantation Company, Inc. adopted a resolution authorizing the officers of said corporation to make and execute this Declaration,

NOW, THEREFORE, The Sea Pines Plantation Company, Inc. does hereby declare that the provisions herein contained are covenants running with the said described lands to which said covenants may become applicable by deed reference, or supplemental declaration.

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways, and like community areas; maintain adjacent areas used by residents in a clean and orderly condition, provide a fund for pest control when needed, and generally provide a fund for those services important to the development and preservation of an attractive community, and to further maintain the privacy and general safety of the residential communities which are in the Sea Pines Plantation, each owner of a lot within such Golf Fairway Residential Areas shall pay annually to the Sea

Pines Plantation Company, as agent for the Sea Pines Association, the sum of $25.00 per lot, or section of a block equivalent in size to a standard golf fairway lot, said sum to be placed in an escrow account to be used exclusively for the purposes above described. This provision may be modified by contract between the owner of a lot and The Sea Pines Plantation Company, but such contract shall not be binding on the heirs, successors and assigns of the contracting parties.

2. The landscaping plan for the areas of any lot or block of future lots within 50 feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Sea Pines Plantation Company, its agents, successors and assigns before implementation.

3. There is reserved to the Grantor, The Sea Pines Plantation Company, its agents, successors and assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Sea Pines golf course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go onto any golf fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such greater or lesser area as may be shown as the "Golf Course Maintenance Easement Area" on the recorded plat of such lot, provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Grantor, its agents, successors and assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter onto a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines Golf Course or the development of an attractive over-all landscaping plan for the entire golf course area. Such

prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Except for plats filed for record by the Sea Pines Plantation Company, no block of golf course property shall be subdivided into lots which do not have either (2) a minimum of 90 feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of 20,000 square feet of ground area, except where such smaller lot shall have been approved in writing by a declaration of the Sea Pines Plantation Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual lots.

7. Whenever used in the foregoing special restrictions affecting Golf Fairway Residential Areas, the term "lot" shall mean a platted lot, or two or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on one of the contiguous lots.

IN WITNESS WHEREOF, The Sea Pines Plantation Company, Inc. has caused these presents to be executed in its name by Charles E. Fraser, its President, and John Williams McGrath, its Secretary, and its corporate seal to be hereto affixed, this 8th day of May, 1961.

IN THE PRESENCE OF:

Lois H Richardson

Virginia C. Harrall

THE SEA PINES PLANTATION COMPANY, INC.

BY: Charles E. Fraser
President

John Williams McGrath
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me Lois H. Richardson, who, being duly sworn, says that she saw the within named The Sea Pines Plantation Company, Inc., by Charles E. Fraser, its President, and John Williams McGrath, its Secretary, sign, seal and, as its act and deed, deliver the within written instrument, and that she, with Virginia C. Harrall, witnessed the execution thereof.

Lois H Richardson

SWORN to before me this
8th day of May, 1961.

Virginia C. Harrall
Notary Public for South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Declaration of Restrictions

The Sea Pines Plantation Company, Inc.

FILED AT 9:00 O'CLOCK A.M.

MAY 1961

BEAUFORT COUNTY, S. C.

RECORDED IN BOOK 106 PAGE 230

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additional Declaratio... 10/23/69
Recorded Book 168 page 53
~~Geo~~ Bee BW Trueblood
Dy secy

additional Declaration
Recorded 10-23-69
Book 168 page 54
BW Trueblood, Dy secy.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of the Sea Pines Plantation Company.

WHEREAS, The SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, in the County and State aforesaid, and

WHEREAS, The SEA PINES PLANTATION COMPANY has heretofore executed general and special restrictions affecting all Class "A" Residence Areas within Sea Pines Plantation, said restrictions be ing recorded in the office of the Clerk of Court for Beaufort County, and

WHEREAS, The said SEA PINES PLANTATION COMPANY wishes to record Covenants, Restrictions and Affirmative Obligations applicable to all Class "B" Multi-Family Residence Areas and file this Declaration, with certain lots and tracts of land being conveyed subject to those Conditions and Restrictions herein set forth, by reference hereto in the deeds of conveyance, and

WHEREAS, At a meeting held on June 13, 1964, the Board of Directors of the Sea Pines Plantation Company adopted a resolution authorizing the officers of the said Corporation to make and execute this Declaration,

NOW, THEREFORE, The SEA PINES PLANTATION COMPANY does hereby declare that the provisions herein contained are rights, restrictions, con-

ditions, etc., all constituting covenants running with certain lands now held by said Company and running with all lands which may be acquired by said Company, to which said lands these covenants may be made applicable by reference in a deed or in a written instrument duly recorded in the Deed Records of Beaufort County, South Carolina.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "B" MULTI-FAMILY RESIDENCE AREAS

1. The term "lot" when used in these covenants and restrictions shall refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, to include that parcel of land upon which any villa, town house or other residence unit or group of such units is to be situated or is situated. The term "lot owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land, as well as any subsequent owner of a parcel of land upon which a villa, town house or other residence unit or group of such units is to be situated or is situated.

2. No building, fence or other structure shall be erected, placed or altered on any lot in such Residence Areas until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by The Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discre-

tion of the Company shall seem sufficient. No alterations may be made in such plans after approval by the Company is given except by and with the consent of the Company. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

3. No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "Enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

4. Since the establishment of standard inflexible building set-back lines for locating houses or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific set-back lines are established by these covenants. In order to assure, however, that location of houses or other structures will be staggered, so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and to decide the precise site and location of any house, dwelling or other

structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Multi-Family Residence Areas, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient, PROVIDED HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

5. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

6. All lots in said Residence Areas shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions, or except as provided for in each deed of conveyance, and the said deed shall, in the discretion of the Company, expressly determine and limit the number of villas, town houses or other residence units or group of such units to a given tract, area or lot of land, to include height of any and all such structures, maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given subdivision or complex.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot or area on which a residence has not been constructed and upon which no landscaping plan has been implemented (with the prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable device, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of the Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning, shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Sea Pines Association

to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

10. In the event the owner desires to sell a residential site within Sea Pines Plantation together with its improvements, if any, then said property shall be offered for sale to the Company for the same price at which the highest bona-fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained.

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

15. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any

portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Sea Pines Plantation Company, or (b) such portion of the lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Sea Pines Plantation Company and which has been approved in writing by said Sea Pines Plantation Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; it being clearly understood that these latter temporary shelters may not, at any time be used as residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or

permanently.

18. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building within the screened area required in Paragraph 19 herein, or buried underground.

19. For each dwelling unit constructed on a lot, there must similarly be constructed a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

20. No private water wells may be drilled or maintained on any residential lot so long as The Sea Pines Water Works Company, its agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence, or a private well may be drilled by the lot owner.

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building.

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly

reserves to itself, its successors or assigns, the right to re-plat any two (2) or more lots shown on the plat of any said subdivision prior to their sale in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replated lot suitable and fit as a building site to include, but not to be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replated lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) per cent from its original size, but further provided, that any lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20) per cent of the area of the lot as originally plated. The restrictions and covenants herein apply to each such lot so created.

23. The Sea Pines Plantation Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build any bridges, walkways or fixed spans across any or all natural or man made canals, creeks or lagoons in the Sea Pines Plantation; provided that such walkway, bridge or fixed span shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide, and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the Grantee lot owner asserting such affirmative obligation of the Grantor Company.

24. In order to provide a permanent fund to maintain, landscape and repair

private streets, walkways, and like community areas; maintain adjacent areas used by residents in a clean and orderly condition, provide a fund for pest control when needed, and generally provide a fund for those services important to the development and preservation of an attractive community, and to further maintain the privacy and general safety of the residential communities which are in the Sea Pines Plantation, each owner of a lot upon which a residence unit has been constructed shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of Fifty ($50.00) Dollars per lot, said sum to be placed in an account to be used exclusively for the purposes above described

25. The landscaping plan for the areas of any lot or block of future lots within fifty (50) feet of the boundary of the lot or block lines adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by The Sea Pines Plantation Company, its agents, successors and assigns before implementation.

26. There is reserved to the Grantor, the Sea Pines Plantation Company, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Sea Pines golf course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area.

This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

27. Until such time as a residence is constructed on a lot, the Grantor, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers shall be placed on the said lot at the expense of the Company.

28. Owners of lots adjacent andcontiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to,

such activities as burning of trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

PART II

DURATION AND VIOLATION OF COVENANTS

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them, to specifically include, but not to be limited to, the successors and assigns, if any, of the Sea Pines Plantation Company, for a period of twenty-five (25) years from June 13, 1964, after which time, the covenants contained herein shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part.

2. In the event of a violation or breach of any of the restrictions contained herein to any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of

these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restriction or condition contained in this Deed, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY, has caused these presents to be executed in its name by Charles E. Fraser, its President, and George L. Williams, Jr., its Secretary-Treasurer, and its corporate seal to be hereto affixed, this 9th day of July, 1964.

IN THE PRESENCE OF:

Lois W. Richardson

Margaret D. Gilbert

SEA PINES PLANTATION COMPANY

BY: Charles E. Fraser
President

BY: George L. Williams, Jr.
Secretary-Treasurer

Personally appeared before me Lois H. Richardson, who, being duly sworn, says that she saw the within named SEA PINES PLANTATION COMPANY, by Charles E. Fraser, its President, and George L. Williams, Jr., its Secretary-Treasurer, sign, seal and, as its act and deed, deliver the within named instrument, and that she, with Elizabeth D. Gilbert, witnessed the execution thereof.

SWORN TO before me this

Lois H. Richardson

9th day of July, 1964

Elizabeth D. Gilbert

Notary Public for South Carolina

FILED AT 1:30 O'CLOCK P. M. BEAUFORT COUNTY S. C. JUL 9 1964 RECORDED IN BOOK 124 PAGE 35

Alda J. Hodges

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC.,
which constitute covenants running with the
lands of the Sea Pines Plantation Company.

WHEREAS, The SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands on Hilton Head Island, Beaufort County, South Carolina, said lands being located within Sea Pines Plantation; and

WHEREAS, The SEA PINES PLANTATION COMPANY has previously made, published and recorded a Declaration of restrictive covenants affecting said lands, recorded in Book 86, Page 263, and in Book 90, Page 93, in the realty records of Beaufort County, reserving the right in each instance to add additional restrictive covenants in respect to said properties; and

WHEREAS, The SEA PINES PLANTATION COMPANY, subsequent to the above Declarations of restrictions and covenants, made, published and recorded a Declaration of uniform covenants to restrict all Sea Pines Plantation residential areas designated in subsequent deeds of conveyance as Class "A" Limited Residential Areas, together with special restrictions affecting Beach Residential Areas, Calibogue Cay Residential Areas and Point Comfort Residential Areas, all such uniform and special covenants and restrictions being recorded in Deed Book 92 at Page 152, and Deed Book at Page 287; and

WHEREAS, The SEA PINES PLANTATION COMPANY, in addition to the covenants above described, has also made, published and recorded additional special covenants of limited area application to restrict certain lands of Sea Pines Plantation Company, said special covenants of limited area application being recorded in Deed Book 100 at Page 270, in Deed Book 106 at Page 230, and in Deed Book 124 at Page 35, in the realty records of Beaufort County; and

WHEREAS, The SEA PINES PLANTATION COMPANY, in accordance with the resolution of its Board of Directors adopted at a meeting held March 1, 1965, wherein the President and Secretary of the Sea Pines Plantation Company were authorized to make this Declaration and execute the same on behalf of said Company, has developed consolidated uniform covenants, to which reference will hereafter be made in future deeds of conveyance, which consolidated uniform covenants are substantially identical to the covenants previously recorded as set forth above, except that additional restrictive covenants have been added herein,

NOW THEREFORE, the SEA PINES PLANTATION COMPANY, does hereby declare that the consolidated uniform covenants contained herein, and the special covenants of limited area application contained herein, shall be covenants running with the land and shall apply to lands conveyed in the future in Sea Pines Plantation by deeds hereafter made which make reference to this Declaration of covenants. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the application of the consolidated uniform covenants contained herein.

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the covenants contained herein shall be the sole applicable covenants restricting and affecting properties conveyed in Class "A" Limited Residential Areas by Sea Pines Plantation Company, subsequent to the recording of this Declaration, and such other property in Sea Pines Plantation as may be deeded subject to the covenants herein by specific reference in individual deeds, or by subsequent declarations, to the extent that there is any variation from and addition to, covenants heretofore recorded; and further, it is the true intent and purpose of Sea Pines Plantation Company, that to the extent that there is conflict between those restrictions and covenants previously recorded, as set forth above, and those of the instant Declaration, that the provisions of the instant Declaration shall govern and restrict properties hereafter conveyed in deeds making reference to this Declaration.

DEFINITIONS

Whenever used herein, the term "the Company" shall refer to the Sea Pines Plantation Company, its successors, and assigns.

The Covenants and Restrictions below will be referred to as the Covenants of March 1, 1965, and will be recorded in the office of the Clerk of Court of Beaufort County, South Carolina, and will be incorporated by reference in deeds to residential property issued by Sea Pines Plantation Company by reference to the Book and Page of recording in the Realty records in the office of the Clerk of Court of Beaufort County.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

APPLICABLE TO ALL CLASS "A" RESIDENTIAL AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Areas until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

3. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Class "A" Limited Residential Areas. Provided however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamaties.

5. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of the Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Sea Pines Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

10. In the event the owner desires to sell a residential site within Sea Pines Plantation together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

11. No commercial signs, including "for rent," "for sale," and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, or if no such main has been constructed in the vicinity of such lot, the such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or dis-

charged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

15. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

18. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 19 herein, or buried underground.

19. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

20. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company or the Sea Pines Public Service District Commission, their agenct, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots, provided that no lot origi-

nally shown on a recorded plat is reduced by more than twenty (20) per cent from its original size, but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20) per cent of the area of the lot as originally platted. The restrictions and covenants herein apply to each such lot so created, except that the subdivision of Estate Sites shall not be governed by the provisions of the instant paragraph, but shall be governed by the provisions of Part IV, Paragraph 8, of these covenants together with the other applicable provisions contained herein.

23. The Sea Pines Plantation Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration, notwithstanding the right to build any bridges, walkways or fixed spans across any or all natural or man made canals, creeks or lagoons in Sea Pines Plantation; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide, and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

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PART II

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain the beachfront in a clean and orderly condition, provide for pest control when needed and in general provide those services important to the development and preservation of an attractive community appearance, and further, to maintain the privacy and general safety of the beach residential communities, each owner of a lot within Sea Pines Beach Residential Areas shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of Fifty (50) Dollars, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted.

2. Owners of oceanfront lots may not remove, reduce, cut down or otherwise lower the elevation of sand dunes and ridges located on the rear (oceanside) half of any oceanfront lot to a level lower than fourteen (14) feet above mean low water, except with the written permission of the Company.

3. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of ceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocean breezes. Owners of oceanfront lots may not erect any fence, wall or other structure interfering with such easements. Agents of the Company, acting at the request of the owners of second-row lots, may enter onto front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of an oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the oceanfront lot owner who obstructed or authorized the obstruction of the easement of view. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.

4. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean directly in front of each such lot for the use and benefit of residents of the beach residential areas of Sea Pines Plantation, and that it will not subdivide, sell or otherwise dispose of such land under conditions which would permit its use for the erection of any structure whatsoever without the written permission of the owner of the one oceanfront lot contiguous to and immediately behind such portion of the trust property involved.

5. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

PART III

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets, (except those located within a privately owned lot), walkways, and like community areas; maintain adjacent areas used by residents in a clean and order condition, provide a fund for pest control when needed, and generally provide a fund for those services important to the development and preservation of an attractive community, and to further maintain the privacy and general safety of the residential communities which are in Sea Pines Plantation, each owner of a lot within such Golf Fairway Residential Areas shall pay annually to Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of Fifty ($50.00) Dollars per lot, or section of a block equivalent in size to a standard golf fairway lot, said sum to be placed in an account to be used exclusively for the purposes above described.

2. The landscaping plan for the areas of any lot or block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by Sea Pines Plantation Company, its agents, successors and assigns before implementation.

3. There is reserved to the Grantor, Sea Pines Plantation Company, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Sea Pines Golf Course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within

thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Easement Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Grantor, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway Area lot, "Out of Bounds" markers shall be placed on said lot at the expense of the Company.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Except for plats filed for record by the Sea Pines Plantation Company, no block of golf course property shall be subdivided into lots which do not have either a minimum of ninety (90) feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of twenty thousand (20,000) square feet of ground area, except where such smaller lot shall have been approved in writing by a declaration of Sea Pines Plantation Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual lots.

7. Whenever used in the foregoing special restrictions affecting "Golf Fairway Residential Areas," the term "lot" shall mean a platted lot, or two (2) or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on one (1) of the contiguous lots.

PART IV

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located on a privately owned lot), walkways, and like community areas in a clean and orderly fashion; provide for pest control when needed, and in general provide those services important to the development and preservation of an attractive community appearance, and further maintain the privacy and general safety of all waterfront or woodland areas, each owner of a lot or Estate Site in such waterfront or woodland areas shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of Fifty ($50.00) Dollars, with said payment to be placed in an account for use exclusively for the purposes hereinabove noted.

2. There shall be reserved for the use and benefit of adjacent second-row lot owners, if any, an easement of view, with said easement running along the side boundary lines of all lots located on and facing towards any creek, sound, tidal marshlands or wet lands. Said lots located on and facing towards any creek, sound, tidal marshlands, or wet lands are hereinafter referred to as outer perimeter lots. Said easement shall extend five (5) feet on either side of said boundary lines, it being the purpose of this easement to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a view and direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company, acting at the request of owners of second-row lots, may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs, or other obstructions located within such easement area and interfering with the view of said second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner or agent thereof of an outer perimeter lot, in which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.

3. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer peri-

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meter lots and the high water mark of any adjacent creek or canal, for the use and benefit of the owners of waterfront or woodland area lots, and that the Company will not subdivide, sell, otherwise dispose of, nor permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved; provided, however, that this covenant extends only to lands contiguous to and located on or fronting on water navigable at low tide.

4. Owners of lots fronting on the trust property described in Paragraph 3 above may erect docks (and boat houses where appropriate in the discretion of the Company) upon the trust property located between the outer boundary of their lots and contiguous to same and the high water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;

(b) Written approval of the Company to such plans and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

5. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to whether the docks and/or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies the particular lot owner in writing that said dock and/or boat house fails to meet accept-

able standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boat house up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

6. Owners of lots located and fronting on any dredged creek, canal, marshlands or wet lands shall pay to the Sea Pines Plantation Company, in addition to the Fifty ($50.00) Dollars a year maintenance charge set forth in Part IV, Paragraph 1 above, the additional sum of Twenty-five ($25.00) Dollars a year, said sum to be placed in an account and used exclusively for creek, canal, marshlands or wet lands shore maintenance and removal of accumulated silt.

7. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

8. After February 15, 1971 any owner of an Estate Site containing two (2) acres or more may divide such site into a total of two (2) sites, neither site having less than one (1) acre of ground, notwithstanding the provisions of Part I, Paragraph 22 of these covenants, relating to the general subdividing of lots. In the event of such a division, each lot so created shall be considered a separate individual lot for purposes of these covenants.

9. The provisions of Paragraph 23 of Part I of these covenants shall apply to any bridges, walkways, or crossings over any dredged salt water channel or natural channel providing navigable access between Calibogue Sound and any lot conveyed by the Sea Pines Plantation Company, its successors and assigns. Except as may be provided from the proceeds of the $25.00 a lot maintenance and silt removal fee stipulated in paragraph 6 above of this Part IV, the Sea Pines Plantation Company expressly assumes no responsibility for silt or obstruction removal by dredging or any other means, in any natural or dredged channel providing access to any lot conveyed by the Sea Pines Plantation Company. Should the

Company fail to maintain an average depth of six feet below mean sea level (approximately nine and one-half feet below average high tide and two and one-half feet below average low tide), any owner or group of owners may privately undertake to remove any accumulated silt or other obstruction in any natural or dredged channel providing navigable water access to their property.

PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the office of the Clerk of Court of Beaufort County, by the Sea Pines Plantation Company. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach sand dunes or tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Sea Pines Master Plan for development.

2. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland, an Open Space easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the deed of conveyance of said contiguous and adjacent property makes specific reference to a plat which shall show and designate Open Space Area as abutting the said property; and provided further, that said deed of conveyance makes specific reference to the covenants and restrictions contained herein, by appropriate reference to this Declaration of Covenants by book and page reference in the records of Beaufort County.

3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

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4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the grantor to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.

5. The general topography of the landscape, river frontage or creek frontage, as well as distinctive and attractive scenic features in Open Space Areas shall be continued in their present condition, subject only to the exceptions noted herein.

6. The grantor shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by said grantor. The right is likewise reserved to the grantor to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas. The Company shall also have the right to cut fire breaks, and in general do all things necessary to carry on tree farming operations in such Open Space Areas, including harvesting of trees.

7. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressely include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and

tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No dumping or trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as in temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

9. The granting of this easement does in no way grant to the public or to the grantee or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

10. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

11. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

12. Where the grantor is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

PART VI

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Sea Pines Plantation Company for a period of twenty-five (25) years from June 13, 1964, except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changed in covenants, has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days'

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written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

3. The covenants, restrictions and affirmative obligations contained herein supersede the following prior Declarations of rights, restrictions, conditions and covenants made by Sea Pines Plantation Company and recorded in the realty records of Beaufort County: Declaration of Restrictive Covenants at Book 86, Page 263 and in Book 90, Page 93; Declaration of Uniform Covenants at Book 92, Page 152 and Book 92, Page 287; Declaration of Special Covenants of Limited Area Application in Book 100, Page 270 and Book 106, Page 230. The consolidative uniform covenants contained herein are in many paragraphs substantially identical to those covenants and restrictions previously recorded as set forth above, except that additional restrictions and provisions have been added herein.

It is the true intent and purpose of Sea Pines Plantation Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Class "A" Limited Residential Areas, properties conveyed by Sea Pines Plantation Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded; however, those properties in Sea Pines Plantation

conveyed prior to the effective date of this instrument are not governed or otherwise restricted by the consolidated uniform provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

DATED THIS 1 day of March, 1965.

WITNESS:

Rebecca M. Parrish

Elizabeth W. Gilbert

SEA PINES PLANTATION COMPANY

By: Charles E. Fraser

Attest: Lois H. Richardson
Asst. Secretary and Treasurer

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me Rebecca M. Parrish, who being duly sworn, deposes and says that she saw SEA PINES PLANTATION COMPANY, by Charles E. Fraser, its President and Lois H. Richardson, Asst., its Secretary and Treasurer, sign, seal and as its act and deed, execute the foregoing instrument for the uses and purposes therein mentioned and that with Elizabeth W. Gilbert witnessed the execution thereof.

Rebecca M Parrish

Sworn to and subscribed before me
this 19th day of March, 1965.

Elizabeth W. Gilbert L.S.

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9:00 O'CLOCK A.M.	MAR 19 1965	128 PAGE 185

COVENANTS AND RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the office of the Clerk of Court of Beaufort County or otherwise so designated, by the Sea Pines Plantation Company. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach sand dunes or tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Sea Pines Master Plan for development, and to insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland.

2. The grantee hereof, its successors and assigns, expressly understand and agree that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed upon the premises.

3. Pursuant to its stated overall program of wildlife conservation and nature study, the grantee may erect wildlife feeding stations, plant small patches of cover and food crops for quail, turkeys and other wildlife, build ponds or lagoons for animals, water fowl and other wildlife, make access trails or paths through said Open Space Area for the purpose of permitting observation and study of wildlife, hiking and riding, erect small signs throughout the Open Space Area designating points of particular interest and attraction, and take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.

COVENANTS AND RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the office of the Clerk of Court of Beaufort County or otherwise so designated, by the Sea Pines Plantation Company. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach sand dunes or tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Sea Pines Master Plan for development, and to insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland.

2. The grantee hereof, its successors and assigns, expressly understand and agree that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed upon the premises.

3. Pursuant to its stated overall program of wildlife conservation and nature study, the grantee may erect wildlife feeding stations, plant small patches of cover and food crops for quail, turkeys and other wildlife, build ponds or lagoons for animals, water fowl and other wildlife, make access trails or paths through said Open Space Area for the purpose of permitting observation and study of wildlife, hiking and riding, erect small signs throughout the Open Space Area designating points of particular interest and attraction, and take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.

4. The general topography of the landscape, river frontage or creek frontage, as well as distinctive and attractive scenic features in the Open Space Area shall be continued substantially in its present condition, subject only to the exceptions noted herein.

5. The grantee shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by said grantee. The grantee may take necessary steps to provide and insure adequate drainage ways, canals or lagoons in the Open Space Area, and cut fire breaks.

6. The grantor, Sea Pines Plantation Company, reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Area. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

7. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as in temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

8. In order to implement effective insect, reptile and woods fire control, the grantor reserves for itself and its agents the right to enter upon the premises, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing,

cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of the Company detracts from the overall beauty, setting and safety of the Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon the premises to remove any trash which has collected on the premises without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the grantor to mow, cut or prune the premises nor to provide garbage or trash removal services.

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Sea Pines Plantation Company for a period of ninety-nine (99) years from the date hereof.

VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by the grantee, or agent of such grantee, the grantor, its successors or assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the grantor shall have the right, whenever there shall have been built on the premises any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

DATED this 25th day of January, 1966.

Witnesses:

Mable R. Webb

Lois H Richardson

SEA PINES PLANTATION COMPANY

BY Charles E Fraser
President

Attest: M. Laughlin McDonald
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me, Mable R. Webb, who being duly sworn, deposes and says that she saw SEA PINES PLANTATION COMPANY by Charles E. Fraser, its President and M. Laughlin McDonald, its Secretary, sign, seal and as its act and deed, execute the foregoing instrument for the uses and purposes therein mentioned and that she with Lois H. Richardson witnessed the execution thereof.

Mable R. Webb

SWORN to and subscribed before me this 25 day of January, 1966.

Lois H Richardson
Notary Public for South Carolina

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Sally B. Chilcs, Dep. C.C.C.P.

The Covenants and Restrictions below have been recorded in the office of the Clerk of Court of Beaufort County, South Carolina, and are incorporated by reference in deeds to residential property in Point Comfort Plantation, issued by Sea Pines Plantation Company.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" LIMITED RESIDENTIAL AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Areas until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

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3. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Class "A" Limited Residential Areas. Provided however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of the Point Comfort Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

15. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

10. In the event the owner desires to sell a residential site within Point Comfort Plantation together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

11. No commercial signs, including "for rent", "For sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, its agents or assigns, or if no such main has been constructed in the vicinity of such

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

18. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 19 herein, or buried underground.

19. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

20. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company, or Sea Pines Public Service District, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line;provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision prior to their sale in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots, provided that no lot originally

shown on a recorded plat is reduced by more than twenty (20) per cent from its original size, but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20) per cent of the area of the lot as originally platted. The restrictions and covenants herein apply to each such lot so created.

23. The Sea Pines Plantation Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration, notwithstanding the right to build any bridges, walkways or fixed spans across any or all natural or man made canals, creeks or lagoons in Point Comfort Plantation; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide, and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

24. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located on a privately owned lot), walkways, and like community areas in a clean and orderly fashion; provide for pest control when needed, and in general provide those services important to the development and preservation of an attractive community appearance, and further maintain the privacy and general safety of all waterfront or woodland areas, each owner of a lot in Point Comfort Plantation shall pay annually to the Sea Pines Plantation Company, the sum of Twenty ($20.00) Dollars, with said payment to be placed in an account for use exclusively for the purposes hereinabove noted.

25. There shall be reserved for the use and benefit of adjacent second-row lot owners, if any, an easement of view, with said easement running along the side boundary lines of all lots located on and facing towards any creek, sound, tidal marshlands or wet lands. Said lots located on and facing towards any creek, sound, tidal marshlands, or wet lands are hereinafter referred to as outer perimeter lots. Said easement shall extend five (5) feet on either side of said boundary lines, it being

the purpose of this easement to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a view and direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company, acting at the request of owners of second-row lots, may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs, or other obstructions located within such easement area and interfering with the view of said second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner or agent thereof of an outer perimeter lot, in which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement.

26. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the high water mark of any adjacent creek or canal, for the use and benefit of the owners of waterfront or woodland area lots, and that the Company will not subdivide, sell, otherwise dispose of, nor permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved; provided, however, that this covenant extends only to lands contiguous to and located on or fronting on water navigable at low tide.

27. Owners of lots fronting on the trust property described in Paragraph 26 above may erect docks (and boat houses where appropriate in the discretion of the Company) upon the trust property located between the outer boundary of their lots and contiguous to same and the high water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;

(b) Written approval of the Company to such plans and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

28. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to whether the docks and/or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies the particular lot owner in writing that said dock and/or boat house fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boat house up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

29. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

PART II

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the office of the Clerk of Court of Beaufort County, by the Sea Pines Plantation Company. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach sand dunes or tidal marshlands, wildlife, game and migratory birds, enchance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Sea Pines Master Plan for development.

2. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland, an Open Space easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the deed of conveyance of said contiguous and adjacent property makes specific reference to a plat which shall show and designate Open Space Area as abutting the said property; and provided further, that said deed of conveyance makes specific reference to the covenants and restrictions contained herein, by appropriate reference to this Declaration of Covenants by book and page reference in the records of Beaufort County.

3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the grantor to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.

5. The general topography of the landscape, river frontage or creek frontage, as well as distinctive and attractive scenic features in Open Space Areas shall be continued in their present condition, subject only to the exceptions noted herein.

6. The grantor shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by said grantor. The right is likewise reserved to the grantor to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas. The Company shall also have the right to cut fire breaks, and in general do all things necessary to carry on tree farming operations in such Open Space Areas, including harvesting of trees.

7. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and

tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

9. The granting of this easement does in no way grant to the public or to the grantee or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

10. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

11. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the imporvements noted herein, or extend to the grantee any service of any kind.

12. Where the grantor is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

PART III

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Sea Pines Plantation Company for a period of twenty-five (25) years from June 13, 1964, except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the voilation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days'

DATED this 20th day of January, 1966.

Witnesses:

Mable L. Webb

Lois H Richardson

SEA PINES PLANTATION COMPANY

BY J. B. Fraser, Jr.
Vice-President

Attest M. Laughlin McDonald
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me, Mable R. Webb, who being duly sworn, deposes and says that she saw SEA PINES PLANTATION COMPANY by J. B. Fraser, Jr., its Vice-President and M. Laughlin McDonald, its Secretary, sign, seal and as its act and deed, execute the foregoing instrument for the uses and purposes therein mentioned and that she with Lois H. Richardson witnessed the execution thereof.

J. B. Fraser, Jr.

Mable L. Webb

SWORN to and subscribed before me this 20 day of January, 1966.

Lois H Richardson
Notary Public for South Carolina

written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

It is the true intent and purpose of Sea Pines Plantation Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Class "A" Limited Residential Areas in Point Comfort Plantation, properties conveyed by Sea Pines Plantation Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded; however, those properties in Point Comfort Plantation conveyed prior to the effective date of this instrument are not governed or otherwise restricted by the provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

FILED AT 9:00 O'CLOCK A. M. JAN 24 1966
BEAUFORT COUNTY S. C.
RECORDED IN BOOK 134 PAGE 256
M. D. Rodgers
CLERK OF COURT OF COMMON PLEAS

DECLARATION
OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES LAND COMPANY

August 20, 1967

WHEREAS, the Sea Pines Land Company did acquire without covenants or restrictions running with the land 1200 acres of land on Hilton Head Island in 1958; and thereafter did enter into an Option with the Sea Pines Plantation Company giving said Plantation Company an option on the 8th day of August, 1960, to purchase all of its land holdings on Hilton Head Island; and

WHEREAS, by exercise in part of its Option, the Sea Pines Plantation Company has acquired substantial portions of the property originally held by the Sea Pines Land Company, and as such property has been subdivided for sale, has imposed full restrictions and covenants running with the land on property conveyed to third parties pursuant to its over-all master plan, with more than half of the original property by value having been now conveyed subject to such restrictions and covenants (implementing the Sea Pines Master Plan as revised from time to time in accordance with the Company's continuing research program), and

WHEREAS, the Sea Pines Plantation Company wishes to complete its exercise of its Option save and except three parcels of land known as The South Beach Tract, The Harbour Town Tract, and The Harbour Town Golf Course Tract, and has asked the consent of The Sea Pines Land Company to the assignment of the balance of its Option to purchase these three tracts to the Lighthouse Beach Corporation on August 24, 1967, and

WHEREAS, the Sea Pines Land Company, the Sea Pines Plantation Company, and the Lighthouse Beach Corporation are in agreement as to the appropriate restrictions and covenants which should be properly applied to the three tracts of land to be covered by the Option assignment to the Lighthouse Beach Corporation, and have further agreed that the Sea Pines Plantation Company, both as the Agent appointed herein by the Sea Pines Land Company to undertake all actions and decisions and administration of these covenants acting for and on behalf of the Sea Pines Land Company until revoked in writing filed for public record, and

WHEREAS, for its own account as principal developer of the Sea Pines Plantation area of Hilton Head Island, of which the three above referenced tracts are a part, and as assignor of said Option rights to purchase from the Sea Pines Land Company the three properties to be acquired by Lighthouse Beach Corporation, the Sea Pines Plantation Company does wish to join with the Sea Pines Land Company in adopting this Declaration of restrictive covenants,

NOW, THEREFORE, The Sea Pines Land Company as titleholder of those properties known as The South Beach Tract, The Harbour Town Tract, and The Harbour Town Golf Course Tract, all being located within Sea Pines Plantation, and the Sea Pines Plantation Company as holder of the existing Option from the Sea Pines Land Company to purchase said properties, and as a party in interest in the application of restrictions and covenants to said property and the administration of such restrictions and covenants as the principal developer of Sea Pines Plantation and properties adjacent to such three tracts previously acquired from the Sea Pines Land Company, the Board of Directors of the Sea Pines Land Company and the Board of Directors of the Sea Pines Plantation Company do hereby adopt, affirm and ratify the following declaration of restrictions and covenants running with the land those properties known as The South Beach Tract (144 acres); The Harbour Town Tract (119 acres); and The Harbour Town Golf Course Tract (154 acres), according to plats therefore prepared by Thomas and Huttin Engineering Company for filing in the Office of the Clerk of Court of Beaufort County,

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO LIGHTHOUSE BEACH COMPANY PROPERTIES

1. No building, fence or other structure shall be erected, placed or altered on any lot in such property until the proposed building plans, specifications, exterior color of finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Sea Pines Land Company as grantor, with the Sea Pines Plantation Company, its successors or assigns being designated as the agent of the Sea Pines Land Company for the exercise of such design approval restrictions.

Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

2. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

3. No noxious or offensive activity shall be carried on upon the property, nor any lot into which it may be subdivided, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

4. The Sea Pines Land Company and the Sea Pines Plantation Company expressly reserve the right to build any bridges, walkways or fixed spans across any or all natural or man-made canals, creeks or lagoons in Sea Pines Plantation; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide, and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation to provide or construct any bridge, walkway or fixed span.

5. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain the beachfront in a clean and orderly condition, provide for pest control when needed and in general provide those services important to the development and preservation of an attractive community appearance, and further, to maintain the privacy and general safety of the beach residential communities, and the general safety of the Harbour Town community, the owner or owners of said lands shall pay annually to the Sea Pines Plantation Company and the Sea Pines Land Company, in trust, either the sum of $50.00 per acre for each acre of highground land to which fee title was held by said owner or owners, subject to these restrictions and covenants, or, where land has been, or is, divided into parcels of less than one acre, each such subdivided parcel shall pay a $50.00 maintenance charge annually in trust, for the above described purposes.

6. Whenever the grantee or any successors in title or interest shall cause to be constructed docks and/or boat houses, they must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner.

7. The grantee and successors in title, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waive all rights of uncontrolled and unlimited egress and ingress to such property (and waive such rights for any person claiming entry rights by virtue of any relationship or permission of such grantee and successors in title) and agree that such ingress and egress to the property may be limited to roads built by the Sea Pines Plantation Company, and such company is granted the right to (a) maintain guarded gates controlling access to such roads leading to such property; (b) require payment of toll charges for use of such roads to reach such property by members of the general public, except that (1) no such toll shall be applicable to any owners, leasees, or tenants of property within the land areas covered by these restrictions, nor shall the toll be applicable to any person who gives reasonable evidence to the guards that their entry onto the premises of such grantee, his successors or assigns, is with the specific permission of the grantee, his successor and assigns or their duly authorized agent; and (2) no toll charge will be made for persons renting accommodations for lodging of one night or longer on lands subject to these restrictions; (c) Provided, However, the said Sea Pines Plantation Company is specifically granted the right to make a toll charge not in excess of $1.00 per vehicle for persons who may be invited to enter the property covered by these restrictions as a recreationist paying to a person or organization organized for profit a charge for use of sports, or recreational, or cultural facilities located within property covered by these restrictions, or entering as a retail customer; or entering as a general sightseer or visitor not visiting a specific owner, and other entries of like character; Provided, However, that all gatehouse rules, regulations, toll charges, restrictions on hours or periods of entry, etc., shall be unfform for all entries into Sea Pines Plantation for entrants described in this subparagraph, without regard to the particular area of their destination within Sea Pines Plantation.

8. Whenever any tract, block or parcel of land of more than 100 gross acres in size shall be conveyed by the Sea Pines Land Company subject to these covenants, the grantee in such conveyance, or his successors or assigns, within 5 years of the date of recording of the conveyance from the Sea Pines Land Company to the original grantee under these covenants, shall designate as land owner, and shall establish as owner a park or parks, consisting of one or several parcels amounting to ten percent (10%) of the high ground area of such original grant of 100 acres or more, as either private open space or as a public park, and shall record within five years appropriate covenants running for a period of 50 years or longer, restricting such ten percent of the total high ground acres to either private open space or public park, free of buildings other than convenience, rest, comfort and shelter facilities.

9. Any signs proposed for erection or installation on property conveyed subject to these covenants shall not be erected or installed until its proposed design, colors, size, lighting and materials have been submitted to, and approved in writing by, the Sea Pines Land Company or its agent and the right to disapprove and disallow any sign containing neon components, fabricated metal, plastic, fiberglass, etc., elements is expressly reserved, and further the right to disapprove and disallow any sign advertising a consumer product, such as bread, beverages, cigarettes, other than and excepting gasoline, is expressly retained by the grantor, Sea Pines Land Company, its agents, successors and assigns.

PART II
SPECIAL RESTRICTIONS PERTAINING TO THE HARBOUR TOWN AREA

10. In addition to the general covenants set forth in Parts I, V, and VI of this Declaration, certain special covenants and restrictions as contained in this Part II of the Declaration of Restrictions and Covenants shall be applicable only to that parcel of land of 119 acres as shown on the plat entitled "Harbour Town Tract" dated September 29, 1967, prepared by Thomas & Hutton Engineering Company.

11. The use of such land shall be limited to the establishment of a town center to serve the residents of Sea Pines Plantation and the visitors thereto, containing retail shops, stores, and service facilities; offices; research and academic facilities; boat yards; sailmakers; craft and art studios; marina facilities; clubs; amphitheatres; recreational, sports, cultural and entertainment facilities; music, drama, art, and sailing camps; residential facilities, both detached homes and multiple unit structures; academic facilities; and all facilities necessary or appropriate for a town center supporting or related to the facilities and installations specifically enumerated, Provided, However, that the total number of residential units (including detached single-family homes, villas, townhouses, apartments, etc.) combined with the total number of transient accommodation bedrooms (in inns, lodges, motels, clubs, etc.) other than student and camp accommodations, shall not exceed 740, unless there shall be recorded an amendment to this Declaration of Covenants and Restrictions modifying this limitation to increase the number permitted above 740 total units, adopted by the Sea Pines Land Company, its successors and assigns, the Sea Pines Plantation Company, its successors and assigns, and any person or corporation owning 25 acres or more of land lying within the boundaries of the 119 acres as shown on the plat of the Harbour Town Tract described in Paragraph 10 above.

12. The height of any proposed buildings above three floors in height erected within the Harbour Town area shall be subject to the specific approval of the Sea Pines Land Company, its agents, successors and assigns, and the Sea Pines Plantation Company, its agents, successors and assigns, it being understood that approval will be given to buildings of appropriate architectural design exceeding three floors in height.

PART III

SPECIAL RESTRICTIONS PERTAINING TO SOUTH BEACH TRACT

13. In addition to the general covenants set forth in Part I, Part V and Part VI of this Declaration, certain special covenants and restrictions as contained in this Part III shall be applicable only to that parcel of property of 144 acres as shown on The South Beach Tract plat dated September 21, 1967, prepared by Thomas & Hutton Engineering Company.

14. The use of lands in such South Beach Tract shall be limited to detached single-family residences and planned unit developments consisting of single and multiple-unit residential units, villas, townhouses, and apartments, together with accompanying facilities such as a marina, boat docks, swimming pools, restaurants, recreational and entertainment facilities, property management, maintenance, and operational facilities, supporting retail shops, and other appropriate support facilities enhancing the value of the residential units in the planned unit developments. Provided, However, that the total number of residential units, including detached single-family homes, multiple-unit villas, townhouses, apartments, etc., together with transient accommodation units other than student accommodations shall not exceed 430, unless there shall be recorded an amendment to this Declaration of Covenants and Restrictions modifying this limitation to increase the number permitted above 440 total units, said amendment being adopted by the Sea Pines Land Company, the Sea Pines Plantation Company, their successors and assigns and any person or corporation owning 25 acres or more of land lying within the boundaries of the 144 acres shown on The South Beach plat described in Paragraph 13 above.

15. The height of all proposed buildings constructed within such South Beach Tract above three floors in height shall be subject to the written approval in each instance by the Sea Pines Land Company and the Sea Pines Plantation Company, their agents, successors and assigns, it being understood, however, that such approval will be given to buildings exceeding three floors in height of approved architectural design.

PART IV

SPECIAL RESTRICTIONS PERTAINING TO HARBOUR TOWN GOLF COURSE TRACT

16. The property contained within the perimeter of the 154-acre Harbour Town Golf Course Tract shall be limited in its use exclusively to either of the following two purposes: (1) for the construction of an 18-hole golf course, including fairways, greens, roughs, maintenance buildings, administrative office, storage facilities, rain shelters, rest room facilities, and other essential or desirable elements for the operation of such golf course; or, (2) as permanent open space held under future covenants, if the golf course is ever abandoned, comparable to those recorded prior to this date by the Sea Pines Plantation Company affecting permanent open space in other areas of Sea Pines Plantation.

PART V

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Sea Pines Land Company for a period of twenty-five (25) years from November 1, 1967, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

PART VI

In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

SEA PINES LAND COMPANY

BY _____ (Seal)
President

_____ (Seal)
Secretary

SEA PINES PLANTATION COMPANY, INC.

BY _____ (Seal)
President

_____ (Seal)
Secretary

LIGHTHOUSE BEACH COMPANY

BY _____ (Seal)
President

_____ (Seal)
Treasurer

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Mary G. Mitchell, who on oath says that she saw the within-named Sea Pines Land Company, Inc., Sea Pines Plantation Company, and Lighthouse Beach Company, Inc. by Charles E. Fraser, the President of the said Corporations, sign the within Deed, and D. C. Peterson, the Treasurer of the respective Corporations, attest the same, and the said Corporations, by said Officers, seal said Deed and as their act and deed, deliver the same, and that she with Marvin H. Dukes witnessed the execution thereof.

Mary G. Mitchell

SWORN to before me this
20th day of August, 1967.

(SEAL)
Notary Public for South Carolina

My Commission expires Dec. 31, 1969

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
3:30		150
O'CLOCK P M	DEC 15 1967	PAGE 41

CLERK OF COURT OF COMMON PLEAS

1968A
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COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS OF

SIX OAKS CEMETERY CORPORATION

OWNERSHIP RIGHTS

1. The owner of a right of interment in a lot shall be the owner of record on the books of the Six Oaks Cemetery Corporation hereinafter, sometimes called the Corporation, and shall be a sole individual. The right of interment in lot shall belong to the owner of record and to those other persons legally entitled thereto in accordance with these Covenants.

2. Burials may not be made, nor improvements made, on grave sites which have not been fully paid for, except by special written permission of the Corporation.

3. All rights of interment are conveyed subject to an option to purchase existing and reserved in favor of the Corporation which option may be exercised if the owners or their successors in title offer said right or rights of interment for sale. If owners desire to sell said right or rights of interment, they shall give the Corporation written notice. The Corporation shall have 30 days from the receipt of said notice to purchase said rights of interment from owners at the original purchase price. If the owners fail to give the Corporation written notice, the Corporation may exercise said option at any time against the successors in title, heirs or assigns of the owners. If the Corporation gives the owners written notice of its election to exercise said option to purchase, they shall be obligated to convey said right or rights of interment to the Corporation upon tender of the original purchase price.

4. No sale, gift, devise, transfer, or assignment of the rights in a lot shall be valid until the Corporation has received notification in writing thereof and has consented thereto by recording the same on its books.

5. The Corporation reserves in particular, but not by way of limitation, the right to refuse its consent to a sale, gift, devise, transfer or assignment for any reason which it considers sufficient. If the Corporation does not consent, it may exercise an option to repurchase as provided above.

6. Every instrument, adjudication or decree affecting the rights in a lot must be filed with the Corporation. Until receipt of such filing and recordation on the books of the Corporation, the Corporation may rely upon its own records of ownership for all purposes.

7. The Corporation reserves the right to use all the rights of interment which have not been sold for any purposes whatsoever consistent with the operation, care, and maintenance of a cemetery, including interment of the dead.

8. The Corporation reserves to itself, and to those lawfully entitled, a perpetual right of ingress and egress over individual lots for the purpose of passing to and from other lots.

9. No easement or right of way is granted to the owner of a burial right in any road, drive, alley or walkway within the Cemetery. Roads, drives, alleys and walkways may be used as means of access to the Cemetery, its buildings or lots, but only as long as the Corporation devotes them to that purpose.

10. Plans of an owner for improving a lot in which he has burial rights, in any way, including plans for the installation of monuments, markers, gravestones, trees, shrubs, or flower beds, must be submitted in writing to the Corporation for approval. Approval may be denied on esthetic grounds or any other grounds which in the sole judgment of the Corporation seem sufficient.

11. The Corporation has the authority to remove without notice, all improvements made on Cemetery lots without its consent and all improvements which in spite of reasonable care and maintenance have deteriorated beyond reasonable repair because of the elements or other causes. It further has authority to remove all flowers, wreaths, and other decorative arrangements, and all trees, shrubs, plants, roots, branches and limbs, from lots as soon as they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained in the Cemetery. Cut flowers may be placed on a lot at any time, but the cost of removal, if any, shall be paid by the owner or the person placing the flowers on the site. The use of artificial flowers shall not be permitted.

12. The Corporation reserves the right, at its option, to install all monuments, markers, gravestones, or other such improvements and to make a reasonable charge therefor.

13. The Corporation reserves the right to prevent the removal of any trees, shrubs, plants or herbage of any kind whatsoever from a lot unless its permission is given.

14. The Corporation has the right any time to refuse admission to the grounds or lots of the Cemetery to any persons or person deemed objectionable to the best interests of the Cemetery or whose conduct is unbecoming a sacred place.

15. The following activities are prohibited anywhere within the Cemetery: loud or boisterous talking; idling or loafing; bringing and consuming lunches or refreshments; peddling or soliciting the sale of any commodity;

placing signs, notices or advertisements of any kind; bringing dogs or other pets; bringing or using firearms except in connection with a military funeral or memorial service; bringing chairs or the like; or littering the grounds with paper, trash or other refuse; the defacement, destruction or desecration of graves, gravestones, monuments or the cemetery grounds.

16. No Cemetery lot shall be used for any purpose other than the burial of the remains of the human dead.

17. All interments, disinterments and removals must be made at the time, in the manner, upon the conditions, and upon the charges fixed by the Corporation.

18. Twenty-four hours' notice to the Corporation prior to any interment and at least one week's notice prior to any disinterment or removal is required.

19. When an interment is to be made in a lot, the location of the interment shall be designated by written notice to the Corporation by the owner of the right of interment in the lot or his representative. Should the Corporation not receive timely notice of such designation, the Corporation reserves the right to decide upon the location so as not to delay the funeral.

20. Not more than one body, or the remains of more than one body, shall be interred in one grave, except a mother and infant or two infants may be interred in one casket. No grave containing a body shall be reopened for an additional interment.

21. Interments on a lot shall not be greater than the number permitted by these Rules and Regulations and by the layout and location of grave spaces according to the plat and other records on file at the offices of the Corporation.

22. All burials must be made in waterproof outside containers or vaults constructed of natural stone, metal or reinforced concrete to specifications established by the Corporation. The Corporation reserves the right, at its option, to install all such containers with its own employees and to make a reasonable charge therefor.

23. The Corporation without the consent of the owners of the rights of interment may modify these Covenants and establish and modify Rules and Regulations for the Cemetery from time to time as it considers necessary to properly maintain and operate the Cemetery.

24. The Corporation is hereby empowered to enforce all Rules and Regulations and to exclude from the Cemetery any persons violating them. The Corporation shall have charge of the grounds and buildings including the conduct of funerals, traffic, workmen, and owners.

IN WITNESS WHEREOF, SIX OAKS CEMETERY CORPORATION has caused these covenants to be executed in its name by Vance Fowler, its President, and by Harold Depkin, its Vice President and its corporate seal to be hereto affixed this 8th day of November in the year of our Lord one thousand nine hundred and sixty-eight and in the one hundred and ninety-third year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

SIX OAKS CEMETERY CORPORATION

Witness

By Vance Fowler
President

Witness

Vice President

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Christine R. Billeb who, on oath, says that she saw within named SIX OAKS CEMETERY CORPORATION by Vance Fowler, its President sign the within Covenants, and Harold Depkin, its Vice President, attest the same, and the said Corporation, by said officers, seal said Covenants, and, as its act and deed, deliver the same, and that she with Connie D. Herrman witnessed the execution thereof.

Witness

SWORN to before me, this 8th day of November, A.D. 1968

Notary Public, South Carolina

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:02 O'CLOCK A M	NOV 12 1968	158 PAGE 206
	CLERK OF COURT OF COMMON PLEAS	

168/53

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ADDITIONAL DECLARATIONS

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of the Lighthouse Beach Company.

WHEREAS, The Lighthouse Beach Company, a limited partnership organized and existing under the laws of the State of South Carolina is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, in the County and State aforesaid, and

WHEREAS, Sea Pines Plantation Company, the predecessor in title to Lighthouse Beach Company has heretofore executed Covenants, Restrictions, and Affirmative Obligations applicable to all Class "B" Multi-Family Residence areas within Sea Pines Plantation, said Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35, and

WHEREAS, Sea Pines Plantation Company reserved the right, to itself, its successors and assigns, in said Declaration, to modify or add to said restrictive covenants, and

WHEREAS, the Board of Directors of Sea Pines Management Company, a general partner of Lighthouse Beach Company, has authorized the officers of Sea Pines Management Company to make and execute this Declaration of additional Covenants, Restrictions, and Affirmative Obligations on behalf of Lighthouse Beach Company;

NOW THEREFORE, Lighthouse Beach Company, hereinafter referred to as "Company" does hereby declare that the provisions herein contained are Rights, Restrictions, Conditions, Affirmative Obligations, etc., all constituting covenants running with certain lands held by said Company and running with all lands which may be acquired by said Company to which said lands these covenants may be made applicable by reference to a deed or in a written instrument duly recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

ONE: The term "Apartment" when used in these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated or is situated on any lot. The term "Apartment Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder, and developer of any Apartment as well as any subsequent owner of an Apartment.

TWO: In recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to the Apartment Owner from such expenditures in the event the Apartment Owner desires to sell the Apartment, the Apartment Owner shall, whenever the Apartment Owner desires to sell the Apartment, appoint the Company as, and the Company shall be, the exclusive real estate agent for the sale of the Apartment for a period of sixty (60) days from the date of receipt by the Company of written notice of the asking price and other terms of sale as established by the Apartment Owner. Should no buyer be found within the sixty (60)-day period, the Apartment Owner shall thereafter be free to list the Apartment for sale with any other licensed South Carolina real estate broker, provided that should the Apartment Owner, either before or after the expiration of the sixty (60)-day period, reduce the asking price as stated in the aforesaid notice, the Apartment Owner shall, upon each reduction in asking price, reappoint the Company as, and the Company shall again be, the exclusive real estate agent for the sale of the Apartment at the reduced asking price for a period of sixty (60) days from the date of receipt of written notice by the Company of the reduced asking price. Upon the sale of the Apartment during any such sixty (60)-day period, whether in compliance with or in breach of the provisions of this paragraph, the Apartment Owner shall pay the Company a sales commission equal to the then-prevailing standard commission under the policies of the South Carolina Real Estate Board as compensation for services rendered or as liquidated damages, as the case may be.

THREE: In further recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to the Apartment Owner from such expenditures in the event the Apartment Owner desires to rent or lease the Apartment for periods of less than twelve (12) months, and in recognition of the benefit to the Apartment Owner and to all others similarly situated from an overall program of advertising and promotion of such rental or leasing of apartments within Sea Pines Plantation, the Apartment Owner agrees to pay the Company, whenever the Apartment Owner rents or leases the Apartment for periods of less than twelve (12) months, whether directly or indirectly through sub-leasing or sub-renting, a payment toward the overall advertising program of the Company equal to five (5%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the Apartment for any portion of the months or March, April, June, July and August, and ten (10%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the Apartment for any portion of any other month. The payments required by this paragraph shall not apply to gross rentals paid by a tenant or sub-tenant for use of the apartment for twelve (12) consecutive months or longer during which period the tenant or sub-tenant does not sub-let or sub-rent the Apartment for a shorter period.

FOUR: These Covenants, Restrictions, and Affirmative Obligations are in addition to those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35, and shall run with the land and shall be binding on all parties and persons claiming under them with the same force and effect as those Restrictions recorded in Deed Book 124 at Page 35.

IN WITNESS WHEREOF, Lighthouse Beach Company has caused this instrument to be executed in its corporate name this 22nd day of October, 1969.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Barbara G. Carpenter

Connie D. Kinman

LIGHTHOUSE BEACH COMPANY

By: Sea Pines Management Company, General Partner

BY: Charles E. Fraser (L.S.)
Charles E. Fraser, President

ATTEST: D. L. McCrary (L.S.)
D. L. McCrary, Secretary

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Barbara J. Carpenter and made oath that she saw the within named LIGHTHOUSE BEACH COMPANY by Sea Pines Management Company, General Partner, by its President and Secretary sign, affix the corporate Seal, and as its Act and Deed, deliver the within written instrument, and that she with Connie D. Herman witnessed the execution of said document.

Barbara J. Carpenter

MHP

SWORN to before me this
22nd day of October, 1969.

Connie D. Herman (Seal)
Notary Public for South Carolina

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
2:00		768
O'CLOCK	OCT 23 1969	PAGE
P. M		53

B.W. Trueblood
CLERK OF COURT OF COMMON PLEAS

Amendment Recorded
7/12/73
Book 211 Page 1561
M. D. Rodgers
Page 1668

Amendment Recorded 2/5/73
Book 206 Page 560
M. D. Rodgers
Page 1668

54

2-4-1010
Amendment

STATE OF SOUTH CAROLINA)
) ADDITIONAL DECLARATIONS
COUNTY OF BEAUFORT)

OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of the Sea Pines Plantation Company.

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, in the County and State aforesaid, and

WHEREAS, Sea Pines Plantation Company has heretofore executed Covenants, Restrictions, and Affirmative Obligations applicable to all Class "B" Multi-Family Residence areas within Sea Pines Plantation, said Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35, and

WHEREAS, Sea Pines Plantation Company reserved the right, in said Declaration, to modify or add to said restrictive covenants, and

WHEREAS, the Board of Directors of Sea Pines Plantation Company has heretofore adopted a resolution authorizing the officers of the said corporation to make and execute this Declaration of additional Covenants, Restrictions, and Affirmative Obligations;

NOW THEREFORE, Sea Pines Plantation Company, hereinafter referred to as "Company" does hereby declare that the provisions herein contained are Rights, Restrictions, Conditions, Affirmative Obligations, etc., all constituting covenants running with certain lands held by said Company and running with all lands which may be acquired by said Company to which said lands these covenants may be made applicable by reference to a deed or in a written instrument duly recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

ONE: The term "Apartment" when used in these Covenants and Restrictions shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be situated on any lot. The term "Apartment Owner" when used in these Covenants, Restrictions and Obligations, shall refer to both the original owner, builder, and developer of any Apartment as well as any subsequent owner of an Apartment.

TWO: In recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to the Apartment Owner from such expenditures in the event the Apartment Owner desires to sell the Apartment, the Apartment Owner shall, whenever the Apartment Owner desires to sell the Apartment, appoint the Company as, and the Company shall be, the exclusive real estate agent for the sale of the Apartment for a period of sixty (60) days from the date of receipt by the Company of written notice of the asking price and other terms of sale as established by the Apartment Owner. Should no buyer be found within the sixty (60)-day period, the Apartment Owner shall thereafter be free to list the Apartment for sale with any other licensed South Carolina real estate broker, provided that should the Apartment Owner, either before or after the expiration of the sixty (60)-day period, reduce the asking price as stated in the aforesaid notice, the Apartment Owner shall, upon each reduction in asking price, reappoint the Company as, and the Company shall again be, the exclusive real estate agent for the sale of the Apartment at the reduced asking price for a period of sixty (60) days from the date of receipt of written notice by the Company of the reduced asking price. Upon the sale of the Apartment during any such sixty (60)-day period, whether in compliance with or in breach of the provisions of this paragraph, the Apartment Owner shall pay the Company a sales commission equal to the then-prevailing standard commission under the policies of the South Carolina Real Estate Board as compensation for services rendered or as liquidated damages, as the case may be.

THREE: In further recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to the Apartment Owner from such expenditures in the event the Apartment Owner desires to rent or lease the Apartment for periods of less than twelve (12) months, and in recognition of the benefit to the Apartment Owner and to all others similarly situated from an overall program of advertising and promotion of such rental or leasing of apartments within Sea Pines Plantation, the Apartment Owner agrees to pay the Company, whenever the Apartment Owner rents or leases the Apartment for periods of less than twelve (12) months, whether directly or indirectly through sub-leasing or sub-renting, a payment toward the overall advertising program of the Company equal to five (5%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the Apartment for any portion of the months of March, April, June, July and August, and ten (10%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the Apartment for any portion of any other month. The payments required by this paragraph shall not apply to gross rentals paid by a tenant or sub-tenant for use of the apartment for twelve (12) consecutive months or longer during which period the tenant or sub-tenant does not sub-let or sub-rent the Apartment for a shorter period.

FOUR: These Covenants, Restrictions, and Affirmative Obligations are in addition to those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35, and shall run with the land and shall be binding on all parties and persons claiming under them with the same force and effect as those Restrictions recorded in Deed Book 124 at Page 35.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this instrument to be executed in its corporate name this 22nd day of October, 1969.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Barbara J. Carpenter

Connie D. Herman

SEA PINES PLANTATION COMPANY

BY: Charles E. Fraser (L.S.)
Charles E. Fraser, President

ATTEST: D. L. McCrary (L.S.)
D. L. McCrary, Secretary

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Barbara J. Carpenter and made oath that she saw the within named SEA PINES PLANTATION COMPANY, by its President and Secretary sign, affix the corporate Seal, and as its Act and Deed, deliver the within written instrument, and that she with Connie D. Herman witnessed the execution of said document.

Barbara J. Carpenter

SWORN to before me this
22nd day of October, 1969.

Connie D. Herman (Seal)
Notary Public for South Carolina

My Commission Expires
October 14, 1978

MHD

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By Trueblood
CLERK OF COURT OF COMMON PLEAS

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172/316

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of Lighthouse Beach Company.

CLASS "B" MULTI-FAMILY COVENANTS, April 1, 1970.

WHEREAS, Lighthouse Beach Company, a limited partnership organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina;

WHEREAS, Lighthouse Beach Company acquired such lands from Sea Pines Land Company, Inc., subject to that certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., of Sea Pines Land Company, Inc., Sea Pines Plantation Company, Inc., and Lighthouse Beach Company, dated August 20, 1967 and recorded in Deed Book 150 at Page 41 in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, Lighthouse Beach Company wishes to convey certain lots and tracts of such lands and certain lots and tracts of other lands of Lighthouse Beach Company, subject to certain additional rights, restrictions, affirmative obligations, and conditions as contained in this Declaration, which lots and tracts shall be conveyed subject hereto by express reference in the deeds of conveyance; and

WHEREAS, the Board of Directors of Sea Pines Management Company, Inc., a general partner of Lighthouse Beach Company, has authorized the officers of the Sea Pines Management Company, Inc., to make and execute this Declaration on behalf of Lighthouse Beach Company;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Lighthouse Beach Company does hereby declare, by Sea Pines Management Company, Inc., its duly authorized general partner, that the provisions herein contained

are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with certain lands held or to be acquired by Lighthouse Beach Company, to which lands these rights, restrictions, affirmative obligations, conditions, etc., may be made applicable by express reference in deeds or other written instruments duly executed and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I - DEFINITIONS

1. The term "Company" when used herein means Lighthouse Beach Company, its successors and assigns, and the duly authorized agents thereof.

2. The term "lot" means both any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, to include that parcel of land upon which any dwelling unit or group of such units is situated or is to be situated.

3. The term "lot owner" means both the original owner, builder, or developer of a lot, as well as any subsequent owner, builder, or developer thereof.

4. The term "dwelling unit" means any portion of any building situated on a lot designed and intended for use and occupancy by a single family, including, without limiting the generality of the term, each apartment in any multi-family structure, each villa or townhouse (when two or more are located on a single lot), and each unit in a residential condominium.

5. The term "dwelling unit owner" means both the original owner, builder, or developer of a dwelling unit as well as any subsequent owner, builder, or developer thereof.

PART II - COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "B" MULTI-FAMILY RESIDENTIAL AREAS

1. No dwelling unit, building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such dwelling unit, building, fence or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any dwelling unit, building, fence or other structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

2. No plans will be approved unless the proposed dwelling unit will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each dwelling unit will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling unit; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches and the like areas, or shed-type porches, even though attached to the dwelling unit. The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling unit or if they are on the ground floor of a two-story structure.

3. Since the establishment of standard inflexible building set-back lines for locating dwelling units or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effects on privacy, view of the ocean, preservation

of important trees, etc., no specific set-back lines are established by these covenants. In order to assure, however, that location of dwelling units or other structures will be staggered, so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and to decide the precise site and location of any dwelling unit or other structure or structures on any lot, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient, provided however, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

4. The exterior of all dwelling units and other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. All lots shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions, or except as provided for in each deed of conveyance, and the said deed shall, in the discretion of the Company, expressly determine and limit the number of villas, townhouses, or other dwelling units or group of such units to a given tract, area or lot of land, to include the height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given subdivision

or complex. Use of a dwelling for meetings and seminars for less than 25 persons shall be considered a "residential purpose" for purposes of these covenants.

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such lots which shall tend to substantially decrease the beauty of the specific area or of the neighborhood as a whole.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agent may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be constructed as an obligation on the part of the Company or its agents to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

9. In the event a lot owner desires to sell a lot together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona

fide offer has been made for the property and the Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

10. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company, or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the lot owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

11. For each dwelling unit the lot owner shall provide receptacles for garbage, in a screened service area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company. For each dwelling unit the lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

12. Each lot owner shall provide space for parking automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

14. No structure of a temporary character shall be placed upon any lot at any time, except shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

15. No trailer, tent, barn, treehouse, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently, other than temporary construction equipment vans during the course of construction.

16. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any accessory building, within the screened area required in Paragraph 11 herein, or buried underground.

17. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Public Service District, its agents, successors and assigns, plans a water distribution line within fifty (50') feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line, provided further,

that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

18. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

19. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots. The Company may combine any two (2) or more contiguous lots or parts thereof to make one (1) lot. In such event, the combined lots shall be considered as one (1) lot for the purpose of the application of these restrictionsand covenants.

20. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company or (b) have been designated as the site for construction of a building on a plot plan which has been filed with the Company and which has

been approved in writing by the Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

21. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain the beachfront in a clean and orderly condition, provide for pest control when needed and in general provide those services important to the development and preservation of an attractive community appearance, and further, to maintain the privacy and general safety of the beach residential communities and the general safety of the Harbour Town community, each owner of a lot shall pay annually to the Company the sum of eight ($80.00) dollars per building site, said sum to be placed in an account to be used exclusively for the purposes described above. For purposes of this paragraph, the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after 1 January, 1973, this annual payment may be increased each year by the percentage of increase in the Consumer Price Index for the previous year, or at the option of the Company, may be increased each year up to 5% of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment. The annual payment as provided herein shall stand in lieu of, and the Company hereby assumes on behalf of each lot owner, the annual payment to Sea Pines Plantation Company and Sea Pines Land Company as provided

in Paragraph 5 of Part I of that certain declaration of rights, restrictions, affirmative obligations, conditions, etc., of Sea Pines Land Company, Inc., Sea Pines Plantation Company, Inc., and Lighthouse Beach Company dated 20 August, 1967 and recorded in Deed Book 150 at Page 41 in the Office of the Clerk of Court for Beaufort County, South Carolina.

22. In order to provide a security patrol in Sea Pines Plantation, each owner of a lot upon which a dwelling unit has been constructed shall pay annually to the Company the sum of Twenty ($20.00) Dollars per dwelling unit, said sum to be placed in an account to be used exclusively for the purposes described above. The Company assumes the obligation to provide such security patrol only to the extent it can be provided with the proceeds of such payment. From and after 1 January, 1973, this annual payment may be increased each year by the percentage of increase in the Consumer Price Index for the previous year, or at the option of the Company, may be increased each year up to five (5%) per cent of the maximum authorized payment for the previous year.

23. In recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to each dwelling unit owner from such expenditures in the event such dwelling unit owner desires to sell the dwelling unit, the dwelling unit owner shall, whenever he desires to sell said property, appoint the Company as, and the Company shall be, the exclusive real estate agent for the sale of the property for a period of sixty (60) days from the date of receipt by the Company of written notice of the asking price and other terms of sale as established by the dwelling unit owner. Should no buyer be found within the sixty (60) day period, the dwelling unit owner shall thereafter be free to list the property for sale with any other licensed South Carolina real estate broker, provided that should the dwelling unit owner, either before or after the expiration of the sixty (60) day period, reduce the asking price as stated in the aforesaid notice, the dwelling unit owner shall, upon each reduction in asking price, reappoint the Company as and the Company shall again be, the exclusive real estate agent for the sale of the property at the reduced

asking price for a period of sixty (60) days from the date of receipt of written notice by the Company of the reduced asking price. Upon the sale of the property during any such sixty (60) day period, whether in compliance with or in breach of the provisions of this paragraph, the dwelling unit owner shall pay the Company a sales commission equal to the then prevailing standard commission under the policies of the South Carolina Real Estate Board as compensation for services rendered or as liquidated damages, as the case may be.

24. In further recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to each dwelling unit owner from such expenditures in the event he desires to rent or lease any dwelling unit for periods of less than twelve (12) months, and in recognition of the benefit to such owner and to all others similarly situated from an overall program of advertising and promotion of such rental or leasing of dwelling units within Sea Pines Plantation, each dwelling unit owner agrees to pay the Company, whenever he rents or leases the dwelling unit for periods of less than twelve (12) months, whether directly or indirectly through sub-leasing or sub-renting, a payment toward the overall advertising program of the Company equal to five (5%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the dwelling unit for any portion of the months of March, April, June, July and August and ten (10%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the dwelling unit for any portion of any other month. The payments required by this paragraph shall not apply to gross rentals paid by a tenant or sub-tenant for use of the dwelling unit for twelve (12) consecutive months or longer during which period the tenant or sub-tenant does not sub-let or sub-rent the dwelling unit for a shorter period.

PART III - SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. There is reserved to the Company, its agents, successors, or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of any golf course. This reserved easement shall permit the Company, its agents, successors and

assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots shown as an easement reserved adjacent to the fairway, or such lesser area as may be shown as a Golf Course Maintenance Easement Area on the recorded plat of such lot, provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the low owner thereof, or alternatively, a residence constructed on the lot.

2. The landscaping plan for the areas of any lot or block of future lots reserved as easements adjacent to golf fairway property shall be in general comformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Company, its agents, successors and assigns before implementation.

3. Until such time as a residence is constructed on a lot, the Company, its agent, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering or playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Registered players, or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers shall be placed on the said

lot at the expense of the Company.

4. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on a lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

PART IV - DURATION, VIOLATION AND MODIFICATION OF COVENANTS

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of Lighthouse Beach Company, for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular way save they shall run for a period of fivty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants has been recorded, agreeing to change said covenants in whole or in part.

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Lighthouse Beach Company, its successors and assigns, shall have the right to proceed at law or in equity to compel a

compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Lighthouse Beach Company its successors and assigns shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occuring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. Lighthouse Beach Company, its successors and assigns, may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

IN WITNESS WHEREOF, Lighthouse Beach Company has caused this instrument to be executed in its limited partnership name this 1st day of April, 1970.

LIGHTHOUSE BEACH COMPANY

BY: Sea Pines Management Company, Inc.
General Partner

Signed, sealed and delivered in the presence of:

BY: Charles E. Fraser (L.S.)
Charles E. Fraser, President

Christine B. Dawson

ATTEST: Dennie McCrary (L.S.)
Dennie McCrary, Secretary

Connie D. Herman

STATE OF SOUTH CAROLINA)
) P R O B A T E
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Christine B. Dawson and made oath that She saw the within named LIGHTHOUSE BEACH COMPANY by SEA PINES MANAGEMENT COMPANY, INC., General Partner, by its President and Secretary, sign, affix the corporate seal, and as its act and deed, deliver the within written instrument, and that She with Connie D. Herman, witnessed the execution thereof.

Christine B. Dawson

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:00 O'CLOCK A M	APR 29 1970	172 PAGE 316

Bill Strickland
CLERK OF COURT OF COMMON PLEAS

SWORN to before me this
1st day of April, 1970.

Connie D. Herman (SEAL)
Notary Public for South Carolina

My commission expires: 10-14-78.

#1017

Addl rest. rec'd 11/20/72 Book 195 page 109 S. S. McDonald, Asst. Secy.

Addl. Rest. Rec'd. 12/15/70 Book 179 Page 340 L. G. Maguire, Asst. Secy.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of Lighthouse Beach Company.

CLASS "A" TOWNHOUSE COVENANTS April 1, 1970.

WHEREAS, Lighthouse Beach Company, a limited partnership organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina;

WHEREAS, Lighthouse Beach Company acquired such lands from Sea Pines Land Company, Inc., subject to that certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., of Sea Pines Land Company, Inc., Sea Pines Plantation Company, Inc., and Lighthouse Beach Company, dated August 20, 1967 and recorded in Deed Book 154 at Page 41 in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, Lighthouse Beach Company wishes to convey certain lots and tracts of such lands and certain lots and tracts of other lands of Lighthouse Beach Company, subject to certain additional rights, restrictions, affirmative obligations, and conditions as contained in this Declaration, which lots and tracts shall be conveyed subject hereto by express reference in the deeds of conveyance; and

WHEREAS, the Board of Directors of Sea Pines Management Company, Inc., a general partner of Lighthouse Beach Company, has authorized the officers of Sea Pines Management Company, Inc., to make and execute this Declaration on behalf of Lighthouse Beach Company;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Lighthouse Beach Company does hereby declare, by Sea Pines Management Company, Inc., its duly authorized general partner, that the provisions herein contained are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with certain lands held or to be acquired by Lighthouse Beach Company, to which lands these rights, restrictions, affirmative obligations, conditions, etc., may be made applicable by express reference in deeds or other written instruments duly executed and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I - DEFINITIONS

1. The term "Company" when used herein means Lighthouse Beach Company, its successors and assigns, and the duly authorized agents thereof.

2. The term "lot" means both any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, to include that parcel of land upon which any dwelling unit or group of such units is situated or is to be situated.

3. The term "lot owner" means both the original owner, builder, or developer of a lot, as well as any subsequent owner, builder, or developer thereof.

4. The term "dwelling unit" means any building or portion of any building situated on a lot designed and intended for use and occupancy by a single family, including, without limiting the generality of the term, each townhouse or other single family residence located on a lot.

5. The term "dwelling unit owner" means both the original owner, builder, or developer of a dwelling unit as well as any subsequent owner, builder, or developer thereof.

PART II - COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" TOWNHOUSE RESIDENTIAL AREAS

1. No dwelling unit, building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such dwelling unit, building, fence, or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company. Refusal of approval plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any dwelling unit, building, fence or other structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

2. No plans will be approved unless the proposed dwelling unit has a minimum of 1,500 square footage of enclosed dwelling area. Such minimum requirements for each dwelling unit will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling unit; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches and the like areas, or shed-type porches, even though attached to the dwelling unit. The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling unit or if they are on the ground floor of a two-story structure.

3. Because of the characteristics of townhouse architecture, no building setback lines are established by these covenants. Dwelling units to be constructed on contiguous lots may, with the permission of the Company, have common party walls. The Company, however, reserves to itself, its successors or assigns, the right

absolutely to control and solely to decide the precise location of any dwelling units, provided, however, that such location shall be determined only after reasonable opportunity is afforded to the lot owner to recommend a specific site, and provided further, that in the event the Architectural Review Board agrees on a location which is stipulated in writing in the contract of purchase, the Company shall automatically approve such location for a dwelling unit. Notwithstanding the approval of the location of a dwelling unit by the Company, no dwelling unit or element of any dwelling unit shall project or extend over or beyond the boundary lines of any lot.

4. The exterior of all dwelling units and other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling and one (1) small accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site, and provided further, that such structures are not used for any activity normally conducted as a business. The accessory building may not be constructed prior to the construction of the main dwelling.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building but such site may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in overcrowding the site.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the specific area or of the neighborhood as a whole.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with

Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Company or its agents to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

10. In the event a lot owner desires to sell a lot together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property and the Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company, or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the lot owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. For each dwelling unit the lot owner shall provide receptacles for garbage, in a screened service area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company. For each dwelling unit the lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

13. Each lot owner shall provide a space for automobile parking off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of

proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, or, if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such

system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

15. No structure of a temporary character shall be placed upon any lot at any time, except shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residence or permitted to remain on the lot after completion of construction.

16. No trailer, tent, barn, treehouse, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently except temporary construction vans located on the property during construction.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 12, herein, or buried underground.

18. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Public Service District, its agents, successors or assigns, plans a water distribution line within fifty (50') feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line, provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

19. No large trees measuring six (6") inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building.

20. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns,

the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots. The Company may combine any two (2) or more contiguous lots or part thereof to make one (1) lot. In such event, the combined lots shall be considered as one (1) lot for the purpose of the application of these restrictions and covenants.

21. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) have been designated as the site for construction of a building on a plot plan which has been filed with the Company and which has been approved in writing by the Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

22. In order to provide a permanent fund to maintain, landscape and repair private streets and bikeways (except those located within a privately owned lot) inter-connected various portions of Sea Pines Plantation maintain the oceanshore and beachfront areas used in common by residents in a clean and orderly condition, provide for pest control in the Plantation when needed and in general provide those community maintenance services important to the preservation of an attractive community appearance, and further, to maintain the privacy and general safety of the residential communities of Sea Pines Plantation including the Harbour Town community, each owner of a lot shall pay annually to the Company the sum of eighty ($80.00) dollars per building site, said sum to be placed in an account to be used in trust exclusively for the purposes described above. For purposes of this paragraph, the term "building site" means the lot,

poses of this paragraph, the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the Consumer Price Index for the previous year, or at the option of the Company, may be increased each year up to five (5%) per cent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment. The annual payment as provided herein shall stand in lieu of, and the Company hereby assumes on behalf of each lot owner, the annual payment to Sea Pines Plantation Company and Sea Pines Land Company as provided in Paragraph 5 of Part I of that certain declaration of rights, restrictions, affirmative obligations, conditions, etc., of Sea Pines Land Company, Inc., Sea Pines Plantation Company, Inc., and Lighthouse Beach Company, dated August 20, 1967 and recorded in Deed Book 150 at Page 41 in the Office of the Clerk of Court for Beaufort County, South Carolina.

23. In order to provide a security patrol in Sea Pines Plantation, each owner of a lot upon which a dwelling unit has been constructed shall pay annually to the Company the sum of Twenty ($20.00) Dollars per dwelling unit, said sum to be placed in an account to be used exclusively for the purposes described above. The Company assumes the obligation to provide such security patrol only to the extent it can be provided with the proceeds of such payment. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the Consumer Price Index for the previous year, or at the option of the Company, may be increased each year up to five (5%) per cent of the maximum authorized payment for the previous year.

24. In recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to each lot owner from such expenditures in the event such lot owner desires to sell the lot and any improvements thereon, the lot owner shall, whenever he desires to sell said property, appoint the Company as, and the Company shall be, the exclusive real estate agent for the sale of the property for a period of sixty (60) days from the date of receipt by the Company of written notice of the asking price and other terms of sale as established by the lot owner. Should no buyer be found within the sixty (60) day period, the lot owner shall thereafter be free to list the property for sale with any other licensed South Carolina real estate broker, provided that should the lot owner, either before or after the expiration of the sixty (60) day period, reduce the asking price as stated in the aforesaid notice, the lot owner shall, upon each reduction in asking price, reappoint the Company as and the Company shall again be, the exclusive real estate agent for the sale of the property at the reduced asking price for a period of sixty (60) days from the date of receipt of written notice by the Company of the reduced asking price. Upon the sale of the property during any such sixty (60) day period, whether in compliance with or in

any such sixty (60) day period, whether in compliance with or in breach of the provisions of this paragraph, the lot owner shall pay the Company a sales commission equal to the then prevailing standard commission under the policies of the South Carolina Real Estate Board as compensation for services rendered or as liquidated damages, as the case may be.

25. In further recognition of the heavy annual expenditures of the Company in advertising and public relations and the benefit to each dwelling unit owner from such expenditures in the event he desires to rent or lease any dwelling unit for periods of less than twelve (12) months, and in recognition of the benefit to such owner and to all others similarly situated from an overall program of advertising and and promotion of such rental or leasing of dwelling units within Sea Pines Plantation, each dwelling unit owner agrees to pay the Company, whenever he rents or leases the dwelling unit for periods of less than twelve (12) months, whether directly or indirectly through sub-leasing or sub-renting, a payment toward the overall advertising program of the Company equal to five (5%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the dwelling unit for any portion of the months of March, April, June, July and August and ten (10%) per cent of the gross amounts paid by any tenant or sub-tenant for use of the dwelling unit for any portion of any other month. The payments required by this paragraph shall not apply to gross rentals paid by a tenant or sub-tenant for use of the dwelling unit for twelve (12) consecutive months or longer during which period the tenant or sub-tenant does not sub-let or sub-rent the dwelling unit for a shorter period.

PART III - SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. There is reserved to the Company, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of any golf course. This reserved easement shall permit the Company, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots shown as an easement reserved adjacent to the fairway, or such lesser area as may be shown as a Golf

Course Maintenance Easement Area on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the lot owner thereof, or alternatively, a residence constructed on the lot.

2. The landscaping plan for the areas of any lot or block of future lots reserved as easements adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Company, its agents, successors and assigns before implementation.

3. Until such time as a residence is constructed on a lot, the Company, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering or playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only, not play, shall be permitted in such easement area. Registered players, or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. After construction of a residence on a lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers shall be placed on the said lot at the expense of the Company.

4. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning of trash on a lot when smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on a lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

PART IV - DURATION, VIOLATION AND MODIFICATION OF COVENANTS

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of Lighthouse Beach Company, for a period of twenty-five (25) years from the execution date of this Declaration, except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular way save they shall run for a period of fifty (50) years from the date

they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants has been recorded, agreeing to change said covenants in whole or in part.

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Lighthouse Beach Company, its successors and assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Lighthouse Beach Company, its successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occuring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. Lighthouse Beach Company, its successors and assigns, may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

IN WITNESS WHEREOF, Lighthouse Beach Company has caused this instrument to be executed in its limited partnership name this 1st day of April, 1970.

LIGHTHOUSE BEACH COMPANY

BY: Sea Pines Management Company, Inc.
General Partner

Signed, Sealed and Delivered in the presence of:

BY: Charles E. Fraser
Charles E. Fraser, President

Christine B. Dawson

ATTEST: Dennie L. McCrary
Dennie McCrary, Secretary

Connie D. Hinson

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Christine B. Dawson and made oath that she saw the within named LIGHTHOUSE BEACH COMPANY by SEA PINES MANAGEMENT COMPANY, INC., General Partner, by its President and Secretary, sign, affix the corporate seal, and as its act and deed, deliver the within written instrument, and that she with Connie D. Brennan witnessed the execution thereof.

Christine B. Dawson

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:30 O'CLOCK A M	APR 29 1970	177 PAGE 317

Sue Truebood
CLERK OF COURT OF COMMON PLEAS

SWORN to before me this
1st day of April, 1970.

Connie D. Brennan (SEAL)
Notary Public for South Carolina

My commission expires: 10-14-78

Land Use Restrictions
Protective Covenants
Building Standards

Class "A" Residential

SEA PI ES PLANTATION COMPANY

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of Sea Pines Plantation Company.

CLASS "A" COVENANTS, April 1, 1970.

WHEREAS, SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina;

WHEREAS, SEA PINES PLANTATION COMPANY has previously made, published and recorded a Declaration of restrictive covenants affecting said lands, recorded in Deed Book 86 at Page 263, and in Deed Book 90 at Page 93, in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said properties;

WHEREAS, SEA PINES PLANTATION COMPANY, subsequent to the above Declaration of restrictions and covenants, made, published and recorded a Declaration of uniform covenants to restrict all Sea Pines Plantation residential areas designated in subsequent deeds of conveyance as Class "A" Limited Residential Areas, together with special restrictions affecting Beach Residential Areas, Calibogue Cay Residential Areas and Point Comfort Residential Areas, all such uniform and special covenants and restrictions being recorded in Deed Book 92 at Page 152, and Deed Book 92 at Page 287 in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, SEA PINES PLANTATION COMPANY, in addition to the covenants above described, has also made, published and recorded additional special covenants of limited area application to restrict certain lands of Sea Pines Plantation Company, said special covenants of limited area application being recorded in Deed Book 100 at Page 270, in Deed Book 106 at Page 230, and in Deed Book 124 at Page 35, in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, SEA PINES PLANTATION COMPANY has also made, published and recorded consolidated uniform covenants applicable to all Class "A" Residential Areas, together with special restrictions

affecting certain limited areas, which consolidated covenants are substantially identical to the covenants previously recorded as set forth above, except that additional restrictive covenants have been added, all as recorded in Deed Book 128 at Page 185 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, SEA PINES PLANTATION COMPANY, in accordance with a resolution of its Board of Directors adopted at a meeting held on April 1, 1970, wherein the President and the Secretary of Sea Pines Plantation Company were authorized to make this Declaration and to execute the same on behalf of said Company, now wishes to add certain additional restrictive covenants to the aforesaid consolidated uniform covenants and to restate said consolidated uniform covenants together with the additional restrictive covenants contained herein;

NOW THEREFORE, SEA PINES PLANTATION COMPANY, does hereby declare that the consolidated uniform covenants contained herein, and the special covenants of limited area application contained herein, shall be covenants running with the land and shall apply to lands conveyed in the future in Sea Pines Plantation by deeds hereafter made which make reference to this Declaration of covenants. The company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the application of the consolidated uniform covenants contained herein.

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the covenants contained herein shall be the sole applicable covenants restricting and affecting properties conveyed in Class "A" Limited Residential Areas by Sea Pines Plantation Company, subsequent to the recording of this Declaration, and such other property in Sea Pines Plantation as may be deeded subject to the covenants herein by specific reference in individual deeds, or by subsequent declarations, to the extent that there is any variation from and addition to, covenants heretofore recorded; and further, it is the true intent and purpose of Sea Pines Plantation Company, that to the extent that there is conflict between those restrictions and covenants previously recorded, as set forth above, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict properties hereafter conveyed in deeds making reference to this Declaration.

DEFINITIONS

Whenever used herein, the term "the Company" shall refer to Sea Pines Plantation Company, its successors and assigns.

The Covenants and Restrictions below will be referred to as the Class "A" Covenants of April 1, 1970, and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to residential property issued by Sea Pines Plantation Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" RESIDENTIAL AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Area until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

3. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other

structure upon all lots and every lot within the Class "A" Limited Residential Areas. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods

fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of the Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or the Sea Pines Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

10. In the event the owner desires to sell a residential site within Sea Pines Plantation together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thrity (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, or if no such main has been constructed in the vicinity of such lot, the such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

15. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

18. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 19 herein, or buried underground.

19. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

20. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company or the Sea Pines Public Service District Commission, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size, but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20) percent of the area of the lot as originally platted. The restrictions and covenants herein apply to each lot so created, except that the subdivision of Estate Sites shall not be governed by the provisions of the instant paragraph, but shall be governed by the provision of Part IV, Paragraph 8, of these covenants together with the other applicable provisions contained herein.

23. The Sea Pines Plantation Company expressly reserves to itself, its agents or assigns, any other provision in this Declaration, notwithstanding the right to build any bridges, walkways, or fixed spans across any or all natural or man made canals, creeks or lagoons in Sea Pines Plantation; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

PART II

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain adjacent areas in a clean and orderly condition, provide a fund for pest control when needed, and in general provide a fund for those services important to the development and preservation of an attractive community, and further, to maintain the privacy and general safety of the residential communities which are in Sea Pines Plantation, each owner of a lot shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of eighty dollars ($80.00) per building site, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of each payment.

2. Owners of oceanfront lots may not remove, reduce, cut down or otherwise lower the elevation of sand dunes and ridges located on the rear (oceanside) half of any oceanfront lot to a level lower than fourteen (14) feet above the mean low water, except with the written permission of the Company.

3. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of oceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocean breezes. Owners of oceanfront lots may not erect any fence, wall or other structure interfering with such easements. Agents of the Company, acting at the request of the owners of second-row lots, may enter onto front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row

lot owners, except when the easement of view was willfully obstructed by the owner of an oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the ocean front lot owner who obstructed or authorized the obstruction of the easement of view. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.

4. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean directly in front of each lot for the use and benefit of residents of the beach residential areas of Sea Pines Plantation, and that it will not subdivide, sell or otherwise dispose of such land under conditions which would permit its use for the erection of any structure whatsoever without the written permission of the owner of the one oceanfront lot contiguous to and immediately behind such portion of the trust property involved.

5. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

PART III

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets, (except those located within a privately owned lot), walkways, and like community areas; maintain adjacent areas used by residents in a clean and orderly condition, provide a fund for pest control when needed, and generally provide a fund for those services important to the development and preservation of an attractive community, and to further maintain the privacy and general safety of the residential communities which are in Sea Pines Plantation, each owner of a lot within such Golf Fairway Residential Areas shall pay annually to Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of eighty dollars ($80.00) per building site, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment.

2. The landscaping plan for the areas of any lot or block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by Sea Pines Plantation Company, its agents, successors and assigns before implementation.

3. There is reserved to the Grantor, Sea Pines Plantation Company, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Sea Pines Golf Course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement

Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Grantor, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway lot, "Out of Bounds" markers shall be placed on said lot at the expense of the Company.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Except for plats filed for record by the Sea Pines Plantation Company, no block of golf course property shall be subdivided into lots which do not have either a minimum of ninety (90) feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of twenty thousand (20,000) square feet of ground area, except where such smaller lot shall have been approved in writing by a declaration of Sea Pines Plantation Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual lots.

7. Whenever used in the foregoing special restrictions affecting "Golf Fairway Residential Areas", the term "lot" shall mean a platted lot, or two (2) or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on one (1) of the contiguous lots.

PART IV

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located on a privately owned lot), walkways, and like community areas in a clean and orderly fashion; provide for pest control when needed, and in general provide those services important to the development and preservation of an attractive community appearance, and further maintain the privacy and general safety of all waterfront or woodland areas, each owner of a lot or Estate Site in such waterfront or woodland areas shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of eighty dollars ($80.00) per building site, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment.

2. There shall be reserved for the use and benefit of adjacent second-row lot owners, if any, an easement of view, with said easement running along the side boundary lines of all lots located on and facing towards any creek, sound, tidal marshlands or wet lands. Said lots located on and facing towards any creek, sound, tidal marshlands or wet lands are hereinafter referred to as outer perimeter lots. Said easement shall extend five (5) feet on either side of said boundary lines, it being the purpose of this easement to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a view and direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company, acting at the request of owners of second-row lots, may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs, or other obstructions located within such easement area and interfering with the view of said second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner or agent thereof of an outer perimeter lot, in which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement. Such side boundary line easements of view shall not

be applicable, however, to the center dividing line between two lots combined to form one building site.

3. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the high water mark of any adjacent creek or canal, for the use and benefit of the owners of waterfront or woodland area lots, and that the Company will not subdivide, sell, otherwise dispose of, nor permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot continguous to and immediately behind such portion of the trust property involved; provided, however, that this covenant extends only to lands contiguous to and located on or fronting on water navigable at low tide.

4. Owners of lots fronting on the trust property described in Paragraph 3 above may erect docks (and boat houses where appropriate in the discretion of the Company) upon the trust property located between the outer boundary of their lots and contiguous to same and the high water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;

(b) Written approval of the Company to such plans and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

5. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to

whether the docks and/or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies the particular lot owner in writing that said dock and/or boat house fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boat house up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

6. Owners of lots located and fronting on any dredged creek, canal, marshlands or wet lands shall pay to the Sea Pines Plantation Company, in addition to the maintenance charge set forth in Part IV, Paragraph 1 above, the additional sum of twenty-five dollars ($25.00) a year, said sum to be placed in an account and used exclusively for creek, canal, marshlands or wet lands shore maintenance and removal of accumulated silt.

7. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

8. After February 15, 1971 any owner of an Estate Site containing two (2) acres or more may divide such site into a total of two (2) sites, neither site having less than one (1) acre of ground, notwithstanding the provisions of Part I, Paragraph 22 of these covenants, relating to the general subdividing of lots. In the event of such a division, each lot so created shall be considered a separate indivudual lot for purposes of these covenants.

9. The provisions of Paragraph 23 of Part I of these covenants shall apply to any bridges, walkways, or crossings over any dredged salt water channel or natural channel providing navigable access between Calibogue Sound and any lot conveyed by Sea Pines Plantation Company, its successors and assigns. Except as may be provided from the proceeds of the twenty-five dollars ($25.00) a lot maintenance and silt removal fee stipulated in Paragraph 6 above of this Part IV, Sea Pines Plantation Company expressly assumes no responsibility for silt or obstruction removal by dredging or any other means, in any natural or dredged channel providing access to any lot conveyed by Sea Pines Plantation Company. Should the Company fail to maintain an average depth of six (6) feet below mean sea level (approximately nine and

one-half (9-1/2) feet below average high tide and two and one-half (2-1/2) feet below average low tide), any owner or group of owners may privately undertake to remove any accumulated silt or other obstruction in any natural or dredged channel providing navigable water access to their property.

PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina, by Sea Pines Plantation Company. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach sand dunes or tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Sea Pines Master Plan for development.

2. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland, an Open Space easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the deed of conveyance of said contiguous and adjacent property makes specific reference to a plat which shall show and designate Open Space Area as abutting the said property; and provided further, that said deed of conveyance makes a specific reference to the covenants and restrictions contained herein, by appropriate reference to this Declaration of Covenants by book and page reference in the records of Beaufort County.

3. It is expressly understood and and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the grantor to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable,

necessary and proper to further the aims and purposes of the Open Space Area.

5. The general topography of the landscape, river frontage or creek frontage, as well as distinctive and attractive scenic features in Open Space Areas shall be continued in their present condition, subject only to the exceptions noted herein.

6. The grantor shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by said grantor. The right is likewise reserved to the grantor to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas. The Company shall also have the right to cut fire breaks, and in general do all things necessary to carry on tree farming operations in such Open Space Areas, including harvesting of trees.

7. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

9. The granting of this easement does in no way grant to the public or to the grantee or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

10. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

11. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

12. Where the grantor is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

PART VI

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any of the Sea Pines Plantation Company for a period of twenty-five (25) years from the execution date of this Declaration, except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, its successors and assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, its successors and assigns shall have the right, whenever there shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occuring prior or subsequent thereto and shall not bar

or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

3. The Covenants, restrictions and affirmative obligations contained herein supersede the following prior Declarations of rights, restrictions, conditions, and covenants made by Sea Pines Plantation Company and recorded in the realty records of Beaufort County; Declaration of Restrictive Covenants at Deed Book 86 at Page 263 and in Deed Book 90 at Page 93; Declaration of Uniform Covenants at Deed Book 92 at Page 152 and Deed Book 92 at Page 287; Declaration of Special Covenants of Limited Area Application in Deed Book 100 at Page 270 and Deed Book 106 at Page 230; and Declaration of Rights, Restrictions, Conditions, etc., in Deed Book 128 at Page 185. The consolidative uniform covenants contained herein are in many paragraphs substantially identical to those covenants and restrictions previously recorded as set forth above, except that additional restrictions and provisions have been added herein.

It is the true intent and purpose of Sea Pines Plantation Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Class "A" Limited Residential Areas, properties conveyed by Sea Pines Plantation Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded; however, those properties in Sea Pines Plantation conveyed prior to the effective date of this instrument are not governed or otherwise restricted by the consolidated uniform provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

Dated this 1st day of April, 1970.

WITNESSES:

Christine B. Dawson

Connie D. Hinson

SEA PINES PLANTATION COMPANY

By Charles E. Fraser
Charles E. Fraser, President

Attest: D. L. McCrary
D. L. McCrary, Secretary

LAND USE RESTRICTIONS, COVENANTS,

AND AFFIRMATIVE OBLIGATIONS AFFECTING

THE SEA PINES FOREST PRESERVE

1. Whereas, by plat recorded in Book 18 at Page 120 in the Office of the Clerk of Court for Beaufort County, a block, tract, or section of land containing 572.649 Acres has been set aside and designated as The Sea Pines Forest Preserve by the Owner of such lands, the Sea Pines Plantation Company;

2. Whereas, the Company intends to file additional plats designating additional connected areas as units of the Sea Pines Forest Preserve;

3. Whereas, the Sea Pines Plantation Company in undertaking the development of an environment for homes and outdoor recreational facilities within its eight square miles of Hilton Head Island property made a fundamental design commitment to maintain at least two square miles (1280 acres) of Sea Pines in an undeveloped condition, free of homes and any other buildings, and managed in a way designed to preserve a balanced wildlife population consistent with sound conservation practices and the natural beauty of the area;

4. Whereas, the Sea Pines Plantation Company did make a design commitment that such two-square-mile area (1280 acres) would be permanently preserved under Open Space Covenants, with no activities permitted other than woodland paths, fishing areas, wildlife areas, nature center, etc.,

Whereas, except for the acreage used for sewage treatment areas noted herein, the Sea Pines Forest Preserve established by these covenants forms in its entirety a part of such committed 1280 acres of permanently preserved Open Space;

5. Now, therefore, the following restrictions, easements and covenants running with the land are adopted to limit, restrict and control the use of lands designated by plat as being a part of the Sea Pines Forest Preserve.

6. It shall be the purpose of these restrictions and covenants to permanently restrict, limit, and reserve the Sea Pines Forest Preserve as an area for various uses including wildlife habitats and territories, for multiple outdoor recreation, for wildlife photography and observation, for hiking, horseback riding, for bike riding on perimeter trails, for ecological interpretative centers, for canoeing and fishing in natural and man-made lakes, for picnics and other outdoor forest, meadow and lake oriented activites, in an area free of all dwelling places and all commercial structures.

7. The Sea Pines Forest Preserve will be divided in three zones, to include: (A) a Wildlife Habitat Zone covering not less than sixty-five percent of the total acreage of the Sea Pines Forest Preserve in which the preservation and protection of the maximum diversity and numbers of wildlife

to include: (A) a Wildlife Habitat Zone covering not less than sixty-five percent of the total acreage of the Sea Pines Forest Preserve in which the preservation and protection of the maximum diversity and numbers of wildlife and the protection of natural habitat will be the primary land use management objective combined with the development of hiking trails and observation stations; (B) an Outdoor Recreation Zone, in which the primary land use objective will be to provide areas for canoeing, outdoor woodland, lake and meadow recreation activities, including fresh water fishing, horseback and bike riding, meadows for picnics, hiking and jogging and similar activities; and (C) an Environmental Protection and Sanitation Zone, where uses may include domestic waste treatment facilities, solid waste burial areas, and all associated activities related to reduction of discharge into the salt waters of the area of pollutants, or to reduction of discharge into the ambient air of contaminants from unnecessary burning of solid waste by means of ground burial of such solid refuse in the area of the Sea Pines Forest Preserve designated for Environmental Protection and Sanitation Zone, all as subject to the restrictions, limitations and affirmative obligations as herein set forth.

8. It shall be the further intent and purpose of these restrictions and covenants of the Sea Pines Forest Preserve to protect selected natural and scenic resources, to promote the conservation of swamps, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests and residential areas, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to implement generally the Sea Pines Master Plan.

9. It is expressly understood and agreed that no residential or commercial buildings, either temporary or permanent shall be erected or caused to be placed on any lands shown and set aside on said recorded plat as the Sea Pines Forest Preserve, other than buildings in the nature of interpretive centers, observation platforms, comfort stations, and other structures necessary or appropriate to aid in implementing the stated objectives for which the Sea Pines Forest Preserve is established.

10. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Grantor to erect wildlife feeding stations, to plant patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Sea Pines Forest Preserve for the purpose of permitting observation and study of wildlife, hiking and horseback riding, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Sea Pines Forest Preserve.

11. The general topography of the landscape, as well as distinctive and attractive scenic features in the Sea Pines Forest Preserve area designated as the Wildlife Habitat Zone shall be continued in their present condition, subject only to the exceptions noted herein.

12. The Grantor shall have the right to plant trees, plants and shrubs, provide and insure adequate drainage ways, canals or lagoons, to cut firebreaks, and to utilize controlled burning to prevent build-up of excessive ground "fuel" and underbrush contributing to severe damage from uncontrolled forest fires.

13. The Grantor reserves the right to locate wells, pumping station tanks, pollution-control devices, sewage disposal devices, sewage, water and other utility lines and such other facilities as will improve general environmental and health conditions on Hilton Head Island within such Sea Pines Forest Preserve, other than in areas designated as part of the Wildlife Habitat Zone. Such rights may be exercised by any licensee of the Company.

14. These covenants and restrictions do not grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Sea Pines Forest Preserve without the express permission of the Company, and the right to charge fees for such entry to aid in the annual maintenance costs of the Sea Pines Forest Preserve is expressly preserved.

15. The Company expressly reserves to itself, its successors and assigns, and for property owners within Sea Pines Plantation, subject to the above stated fees, every reasonable use and enjoyment of said Sea Pines Forest Preserve, provided that such use and enjoyment by Sea Pines residents and others enjoying the Sea Pines Forest Preserve's areas designated for outdoor recreation does not exceed the annual recreational carrying capacity of the Forest Preserve, or its sustained yield capacity, as defined below:

> "Annual recreational carrying capacity. The number of user-unit use-periods that the recreation site can provide each year without permanent biological or physical deterioration of the site's ability to support recreation or appreciable impairment of the recreational experience.
>
> "Sustained yield capacity standard. The optimum number of user-units per unit area that the recreation site can be designed or managed to accommodate at any one time so that normal patterns of usage will result in the total annual use being close to, but not in excess of the annual carrying capacity."

16. No area designated as part of the Wildlife Habitat Zone may be used as part of the Forests, but Outdoor Recreation Zones may be redesignated as Environmental Protection and Sanitation Zones. All Sanitation Zones shall be subject to the following standards of use:

> (a) All solid waste and refuse shall be buried, and covered with soil, and such soil planted with grasses and trees as soon as practical after the deposit of such solid materials within the Sanitation Zone.
>
> (b) Areas for solid waste burial shall be restored by grading, planting, and other processes to make such areas suitable

planting, and other processes to make such areas suitable for either wildlife habitat or outdoor recreation use as soon as practical after use for Environmental Sanitation purposes.

17. It is expressly understood and agreed that this Declaration does in no way place a burden of affirmative action on the Company, other than as set forth in paragraph 14 above.

18. Where the Grantor is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

19. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Sea Pines Plantation Company for a period of ninety-nine (99) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Grantor, its successors or assigns, has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY has caused this instrument to be executed in its corporate name this 29th day of June, 1970.

IN THE PRESENCE OF

Elizabeth D. Brown

Connie D. Herrman

SEA PINES PLANTATION COMPANY

By: Charles E. Fraser (L.S.)
Charles E. Fraser, President

Attest: D. L. McCrary (L.S.)
D. L. McCrary, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me Elizabeth D. Brown and made oath that he saw the within named SEA PINES PLANTATION COMPANY, by Charles E. Fraser, its President, and D. L. McCrary, its Secretary, sign, affix the corporate seal, and as its Act and Deed, deliver the within written instrument, and that he with Connie D. Herrman witnessed the execution thereof.

Elizabeth D. Brown

SWORN to before me this 29th day of June, 1970.

Connie D. Herrman (Seal)
Notary Public for South Carolina

My Commission Expires October 14, 1975

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:02 O'CLOCK A. M.	JUN 30 1970	175 PAGE 113

by Gertrude Bluestein
CLERK OF COURT OF COMMON PLEAS

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release of restric.
recorded 8-24-73
book 213, page 853
Diane K. Brunson, Dep CCCP
Lot 107, Heritage Woods
N. H.

MHB 12-2-70

STATE OF SOUTH CAROLINA) ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF SEA PINES PLANTATION COMPANY.

COUNTY OF BEAUFORT)

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, hereinafter called "Company", is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina;

WHEREAS, Sea Pines Plantation Company has previously recorded certain consolidated uniform covenants dated April 1, 1970, as evidenced by a document recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46;

WHEREAS, Sea Pines Plantation Company, in accordance with the resolution of its Board of Directors adopted at a meeting on December 3, 1970, wherein the President and Secretary of Sea Pines Plantation Company were authorized to make this additional declaration and to execute the same on behalf of the Company, now wishes to add certain additional covenants to the aforesaid uniform covenants dated April 1, 1970;

NOW THEREFORE, Sea Pines Plantation Company does hereby declare that the additional special covenants of limited area application, contained herein shall be covenants running with the land and shall apply to lands conveyed in the future in Sea Pines Plantation by deeds hereafter made which make reference to this additional declaration of covenants and to the uniform covenants recorded in Deed Book 173 at Page 46. The Company reserves in each instance the right to add additional restrictive covenants in respect to said property so conveyed or to limit therein the application of the covenants contained herein.

The covenants and restrictions below will be referred to as "Patio Home Site Covenants of December 3, 1970", and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to certain residential properties issued by Sea Pines Plantation Company by reference to the book and page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

SPECIAL RESTRICTIONS AFFECTING PATIO HOME SITES

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located on a privately owned lot), walkways, and like community areas in a clean and orderly fashion; provide for pest control when needed, and in general provide those services important to the development and preservation of an attractive community appearance, and further maintain the privacy and general safety of all patio home site areas, each owner of a patio home in such patio home site areas shall pay annually to the Sea Pines Plantation Company, as

agent for the Sea Pines Association, the sum of Eighty Dollars ($80.00) per building site, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph, the "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage in the Consumer Price Index for the previous year, or, at the option of the Company, may be increased each year up to five (5) per cent of the maximum authorized payment for the previous year. The Company assumes the above only to the extent such maintenance and services can be provided with the proceeds of such payment.

2. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the average watermark of any adjacent lake or lagoon, for the use and benefit of the owners of lots fronting on lakes or lagoons, and that the Company will not subdivide, sell, otherwise dispose of, or permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved.

3. Owners of lots fronting on lakes, lagoons, or the trust property described in Paragraph 2 above may erect docks upon their lots or the trust property located between the outer boundary of their lot and contiguous to same and the average watermark of the lake or lagoon upon complying with the following terms and conditions:

(a) No dock or deck may extend in width more than one-half of the width of the lot along the easement bounding the lake or lagoon.

(b) No dock or deck may extend more than three (3) feet over or on the lake or lagoon from the edge of the average water level.

(c) Complete plans and specifications, including site, color or finish, must be submitted to the Company in writing.

(d) Written approval of the Company to such plans, location and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

Any alterations of the plans and specifications, or of the completed structure, must also be submitted to the Company in writing, and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

4. All lot owners who construct, or cause to be constructed, said docks, must maintain said tructures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives, all wood or metal located above the average watermark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to whether the docks are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies a particular lot owner in writing that said dock fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that, failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but it is not obligated to make such repairs or to take actions so as to bring the said docks up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

5. Owners of lots located and fronting on any lake or lagoon shall pay to the Company, in addition to the maintenance set forth in Paragraph 1 above, the additional sum of $36.00 per year, said sum to be placed in an account and used exclusively for lake or lagoon maintenance, fish stocking, areation, and removal of any accumulated debris. From and after 1 January, 1973, this annual payment may be increased each year by the percentage of increase in the Consumer Price Index for the previous year, or, at the option of the Company, may be increased each year up to five (5) per cent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all of the services stated above only to the extent that such maintenance and services can be provided with the net proceeds of such payments.

6. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owner, or, on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

7. No boats of any nature shall be placed or used on any lake or lagoon unless the same shall:

(a) Be propelled by sail, oars, or paddle. Motors of any type are specifically prohibited.

(b) Not exceed twelve (12) feet in length and four (4) feet in width.

(c) Be maintained in an orderly manner.

8. Dwelling units constructed on Patio Home Sites must be constructed so as to utilize a Patio Wall as designated on the recorded Subdivision Plat. Said Patio Wall shall be constructed simultaneously with a Patio Home and shall be located so that the exterior of the same shall run two (2) feet inside of and parallel

to the designated lot line on the recorded Subdivision Plat.

The dwelling unit shall utilize a portion of the Patio Wall as one of its exterior walls and shall be constructed so that neither the Patio Wall nor the dwelling unit provides any window or view openings looking into or overviewing the adjacent lot and provides no access way or entry way into said adjacent lot.

The cost of construction, maintenance and repair of a Patio Wall shall be the sole responsibility of the low owner on whose lot the same is situate.

There shall be reserved atwo-foot easement on each lot between the exterior of the Patio Wall and/or dwelling unit and the parallel lot boundary line for the use and enjoyment of the adjacent lot owner, only as hereinafter provided. Said two-foot easement area and the exterior of the Patio Wall and/or dwelling unit may be used by an adjacent lot owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the Patio Wall and/or the dwelling unit.

Said Patio Homes shall be constructed with gutters so as to insure that no excessive rain water is discharged upon the adjoining lot.

An eight-foot easement is further reserved along the boundary line of each lot, opposite the boundary line along which the Patio Wall is to be constructed, for the construction, maintenance, and repair of the Patio Wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining lot owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight-foot easement area that is removed or damaged by the adjoining lot owner during the construction, maintenance, or repair of his Patio Wall and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damages.

9. The shape, size and materials used, and type of construction of all Patio Homes and Patio Walls shall be approved by the Company in accordance with Part I, Paragraph 1, of the covenants and restrictions dated April 1, 1970, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46, except that Patio Homes shall have a minimum of twelve hundred (1200) square footage of enclosed dwelling area as defined in said covenants.

It is the true intent and purpose of Sea Pines Plantation Company that the covenants and restrictions contained herein shall be in addition to those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46, and shall apply only to those areas designated as Patio Home Sites. It is specifically understood that all other covenants, restrictions, affirmative obligations, and conditions set forth in the document dated April 1, 1970 in aforesaid records,

shall continue to be applicable.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this Additional Declaration to be issued in its corporate name by Charles E. Fraser, its President, and attested by D. L. McCrary, its Secretary, on this third day of December in the year of our Lord one thousand nine hundred and seventy, and in the one hundred and ninety fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SEA PINES PLANTATION COMPANY (SEAL)

BY: Charles E. Fraser MHD
Charles E. Fraser, President

Barbara C. Pomeroy

ATTEST: D L McCrary MHD
D. L. McCrary, Secretary

Connie D. Herman

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Barbara C. Pomeroy who, on oath, says that she saw the within named SEA PINES PLANTATION COMPANY, by Charles E. Fraser, its President, and D. L. McCrary, its Secretary, sign, seal, and attest the within written instrument, and, as its act and deed, deliver the same, and that she with Connie D. Herman witnessed the execution thereof.

SWORN TO before me this third day of December, 1970.

Barbara C. Pomeroy

Connie D. Herman (SEAL)
Notary Public for South Carolina
My Commission expires 10-14-78

FILED AT 2:30 O'CLOCK P M
BEAUFORT COUNTY S. C.
DEC 15 1970
RECORDED IN BOOK 144 PAGE 239
Register
CLERK OF COURT OF COMMON PLEAS

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Addl. Lest. Recd. 1/26/72
Book 195, Page 107
L.A. Maguire, Dep. CCCP

MHD:mgm - 12-70

STATE OF SOUTH CAROLINA)
) ADDITIONAL DECLARATION OF RIGHTS,
) RESTRICTIONS, AFFIRMATIVE OBLIGATIONS,
COUNTY OF BEAUFORT) CONDITIONS, ETC., WHICH CONSTITUTE
) COVENANTS RUNNING WITH CERTAIN LANDS
) OF LIGHTHOUSE BEACH COMPANY.

WHEREAS, Lighthouse Beach Company, a South Carolina Limited Partnership, with its principal place of business at Hilton Head Island, Beaufort County, South Carolina, hereinafter called "Company";

WHEREAS, Lighthouse Beach Company has previously recorded certain covenants and restrictions dated the first day of April, 1970, as evidenced by a document recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 172 at Page 317, covering certain real property of the Company as described in said covenants;

WHEREAS, Sea Pines Management Company, Inc., General Partner of Lighthouse Beach Company, a Limited Partnership, in accordance with the resolution of its Board of Directors adopted at the meeting on December 3, 1970, wherein the President and the Secretary of Sea Pines Management Company, Inc. were authorized to make this additional declaration and to execute the same on behalf of the Company, now wishes to add certain additional covenants to the aforesaid covenants and restrictions dated the first day of April, 1970.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Lighthouse Beach Company, a Limited Partnership, by Sea Pines Management Company, Inc., its General Partner, does hereby declare that the additional special covenants of limited area application, contained herein, shall be covenants running with the land and shall apply to lands conveyed in the future in Harbour Town by deeds hereafter made which make reference to this additional declaration of covenants and to the covenants previously recorded in Deed Book 172 at Page 317. The Company reserves, in each instance, the right to add additional restrictive covenants in respect to property so conveyed or to limit the application of the covenants contained herein.

The covenants and restrictions below will be referred to as "Patio Home Site Covenants of December 3, 1970" and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to certain residential properties issued by Lighthouse Beach Company by reference to the Book and Page of Recording in the Realty Records in the Office of the Clerk of Court for Beaufort County, South Carolina.

SPECIAL RESTRICTIONS AFFECTING PATIO HOME SITES

1. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the average watermark of any adjacent lake or lagoon, for the use and benefit of the owners of lots fronting on lakes or lagoons, and that the Company will not subdivide, sell, otherwise dispose of, or permit the erection of

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Addl. Lect. Recd. 1/26/72
Book 195, Page 107
L.A. Maguire, Dep. CCOP

MHD:mgm 12-70

STATE OF SOUTH CAROLINA)
) ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF LIGHTHOUSE BEACH COMPANY.
COUNTY OF BEAUFORT)

WHEREAS, Lighthouse Beach Company, a South Carolina Limited Partnership, with its principal place of business at Hilton Head Island, Beaufort County, South Carolina, hereinafter called "Company";

WHEREAS, Lighthouse Beach Company has previously recorded certain covenants and restrictions dated the first day of April, 1970, as evidenced by a document recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 172 at Page 317, covering certain real property of the Company as described in said covenants;

WHEREAS, Sea Pines Management Company, Inc., General Partner of Lighthouse Beach Company, a Limited Partnership, in accordance with the resolution of its Board of Directors adopted at the meeting on December 3, 1970, wherein the President and the Secretary of Sea Pines Management Company, Inc. were authorized to make this additional declaration and to execute the same on behalf of the Company, now wishes to add certain additional covenants to the aforesaid covenants and restrictions dated the first day of April, 1970.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Lighthouse Beach Company, a Limited Partnership, by Sea Pines Management Company, Inc., its General Partner, does hereby declare that the additional special covenants of limited area application, contained herein, shall be covenants running with the land and shall apply to lands conveyed in the future in Harbour Town by deeds hereafter made which make reference to this additional declaration of covenants and to the covenants previously recorded in Deed Book 172 at Page 317. The Company reserves, in each instance, the right to add additional restrictive covenants in respect to property so conveyed or to limit the application of the covenants contained herein.

The covenants and restrictions below will be referred to as "Patio Home Site Covenants of December 3, 1970" and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to certain residential properties issued by Lighthouse Beach Company by reference to the Book and Page of Recording in the Realty Records in the Office of the Clerk of Court for Beaufort County, South Carolina.

SPECIAL RESTRICTIONS AFFECTING PATIO HOME SITES

1. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the average watermark of any adjacent lake or lagoon, for the use and benefit of the owners of lots fronting on lakes or lagoons, and that the Company will not subdivide, sell, otherwise dispose of, or permit the erection of

any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved.

2. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owner, or, on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

3. Dwelling units constructed on Patio Home Sites must be constructed so as to utilize a Patio Wall as designated on the Subdivision Plat. Said Patio Wall shall be constructed simultaneously with a Patio Home and shall be located so that the exterior of the same shall run two (2) feet inside of and parallel to the designated lot line on the recorded Subdivision Plat.

The dwelling unit shall utilize a portion of the Patio Wall as one of its exterior walls and shall be constructed so that neither the Patio Wall nor the dwelling unit provides any window or view openings looking into or overviewing the adjacent lot and provides no access way or entry way into said adjacent lot.

The cost of construction, maintenance and repair of a Patio Wall shall be the sole responsibility of the lot owner on whose lot the same is situate.

There shall be reserved a two-foot easement on each lot between the exterior of the Patio Wall and/or dwelling unit and the parallel lot boundary line for the use and enjoyment of the adjacent lot owner, only as hereinafter provided. Said two-foot easement area and the exterior of the Patio Wall and/or dwelling unit may be used by the adjacent lot owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the Patio Wall and/or dwelling unit.

Said Patio Homes shall be constructed with gutters so as to insure that no excessive rain is discharged upon the adjoining lot.

An eight-foot easement is further reserved along the boundary line of each lot, opposite the boundary line along which the Patio Wall is to be constructed, for the construction, maintenance and repair of the Patio Wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining lot owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight-foot easement that is removed or damaged by the adjoining lot owner during the construction, maintenance or repair of his Patio Wall and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damage.

4. The shape, size and materials used, and type of construction of all Patio Homes and Patio Walls, shall be approved

by the Company in accordance with Part II, Paragraph 1, of the covenants and restrictions dated April 1, 1970, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 172 at Page 317, except that Patio Homes shall have a minimum of twelve hundred (1200) square footage of enclosed dwelling area as defined in said covenants.

It is the true intent and purpose of Lighthouse Beach Company that the covenants and restrictions contained herein shall be in addition to those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 172 at Page 317, and shall apply only to those areas designated as Patio Home Sites. It is specifically understood that all other covenants, restrictions, affirmative obligations and conditions set forth in the document dated April 1, 1970, and recorded in Deed Book 172 at Page 317, shall continue to be applicable.

IN WITNESS WHEREOF, Lighthouse Beach Company has caused this Additional Declaration to be executed by Sea Pines Management Company, Inc., its General Partner, the third day of December, in the year of our Lord one thousand nine hundred and seventy and in the one hundred and ninety fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Barbara C. Pomeroy.

Connie D. Herman

LIGHTHOUSE BEACH COMPANY,
A LIMITED PARTNERSHIP
BY SEA PINES MANAGEMENT COMPANY, INC

BY: Charles E. Fraser (SEAL)
Charles E. Fraser, President

ATTEST: D. L. McCrary. (SEAL)
D. L. McCrary, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Barbara C. Pomeroy, who, on oath, says that She saw the within named LIGHTHOUSE BEACH COMPANY, A LIMITED PARTNERSHIP, BY SEA PINES MANAGEMENT COMPANY, INC., its General Partner, by Charles E. Fraser, its President, and D. L. McCrary, its Secretary, sign, seal, and attest the within written instrument, and, as its act and deed, deliver the same, and that She with Connie D. Herman witnessed the execution thereof.

Barbara C Pomeroy.

SWORN TO before me this 3rd day of December, 1970.

Connie D. Herman (SEAL)
Notary Public for South Carolina
My Commission expires 10-14-78

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
2:30 O'CLOCK P. M	DEC 15 1970	174 PAGE 240

W. C. Waters,
CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of Lighthouse Beach Company.

CLASS "A" COVENANTS, December , 1971.

WHEREAS, LIGHTHOUSE BEACH COMPANY, a limited partnership organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, LIGHTHOUSE BEACH COMPANY wishes to convey certain lots and tracts of such lands and certain lots and tracts of other lands of Lighthouse Beach Company, subject to certain rights, restrictions, affirmative obligations, and conditions as contained in this Declaration, which lots and tracts shall be conveyed subject hereto by special reference in the deeds of conveyance or otherwise; and

WHEREAS, the Board of Directors of Sea Pines Management Company, Inc., a general partner of Lighthouse Beach Company, has authorized the officers of Sea Pines Management Company, Inc., to make and execute this Declaration on behalf of Lighthouse Beach Company;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Lighthouse Beach Company does hereby declare, by Sea Pines Management Company, Inc., its

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duly authorized general partner, that the provisions herein contained are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with certain lands held or to be acquired by Lighthouse Beach Company, to which lands these rights, restrictions, affirmative obligations, conditions, etc., may be made applicable by express reference in deeds or other instruments duly executed and recorded in the office of the Clerk of the Court for Beaufort County, South Carolina, or otherwise.

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the covenants contained herein shall be the sole applicable covenants restricting and affecting properties conveyed in Class "A" Limited Residential Areas by Lighthouse Beach Company, subsequent to the recording of this Declaration, and such other property in Lighthouse Beach as may be deeded subject to the covenants herein by specific reference in individual deeds, or by subsequent declarations, to the extent that there is any variation from and addition to, covenants heretofore recorded; and further, it is the true intent and purpose of Lighthouse Beach Company, that to the extent that there is conflict between those restrictions and covenants previously recorded, as set forth above, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict properties hereafter conveyed in deeds making reference to this Declaration.

DEFINITIONS

Whenever used herein, the term "the Company" shall

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refer to Lighthouse Beach Company, its successors and assigns.

The Covenants and Restrictions below will be referred to as the Class "A" Covenants of December , 1971, and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to residential property issued by Lighthouse Beach Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" RESIDENTIAL AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Area until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Lighthouse Beach Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

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2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The term does include, however, screen porches, if the roof of such purches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

3. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, the Company reserves unto itself,

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its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Class "A" Limited Residential Areas. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

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6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the

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purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of Lighthouse Beach. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company or any of its associates to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

10. In the event the owner desires to sell a residential site within Lighthouse Beach together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

11. No commercial signs, including "for rent", "for sale", or other similar signs, shall be erected or maintained

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on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

14. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District, or if no such main has been constructed in the vicinity of such lot, the such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek,

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marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

15. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas

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on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot any any time, either temporarily or permanently.

18. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Paragraph 19 herein, or buried underground.

19. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

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20. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company or the Sea Pines Public Service District Commission, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Company unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size, but further provided, that any such lot may

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be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20) percent of the area of the lot as originally platted. The restrictions and covenants herein apply to each lot so created, except that the subdivision of Estate Sites shall not be governed by the provisions of the instant paragraph, but shall be governed by the provision of Part IV, Paragraph 8, of these covenants together with the other applicable provisions contained herein.

23. The Lighthouse Beach Company expressly reserves to itself, its agents or assigns, any other provision in this Declaration, notwithstanding the right to build any bridges, walkways, or fixed spans across any or all natural or man made canals, creeks or lagoons in Lighthouse Beach; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

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PART II

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain adjacent areas in a clean and orderly condition, provide a fund for pest control when needed, and in general provide a fund for those services important to the development and preservation of an attractive community, and further, to maintain the privacy and general safety of the residential communities which are in Lighthouse Beach, each owner of a lot shall pay annually to the Lighthouse Beach Company, as agent for the South Beach Association, the sum of eighty dollars ($80.00) per building site, said sum to be placed in an account to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of each payment.

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2. Owners of oceanfront lots may not remove, reduce, cut down or otherwise lower the elevation of sand dunes and ridges located on the rear (oceanside) half of any oceanfront lot to a level lower than fourteen (14) feet above the mean low water, except with the written permission of the Company.

3. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of oceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocen breezes. Owners of oceanfront lots may not erect any fence, wall or other structure interfering with such easements. Agents of the Company, acting at the request of the owners of second-row lots, may enter onto front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of an oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the oceanfront lot owner who obstructed or authorized the obstruction of the easement of view. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building

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site.

4. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean directly in front of each lot for the use and benefit of residents of the beach residential areas of Lighthouse Beach, and that it will not subdivide, sell or otherwise dispose of such land under conditions which would permit its use for the erection of any structure whatsoever without the written permission of the owner of the one oceanfront lot contiguous to and immediately behind such portion of the trust property involved.

5. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

PART III

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets, (except those located within a privately owned lot), walkways, and like community areas; maintain adjacent areas used by residents in a clean and orderly condition, provide a fund for pest control when needed, and generally provide a fund for those services important to the development and preservation of an attractive community, and to further maintain the privacy and general

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safety of the residential communities which are in Lighthouse Beach, each owner of a lot within such Golf Fairway Residential Areas shall pay annually to Lighthouse Beach Company, as agent for the South Beach Association, the sum of eighty ($80.00) dollars per building site, said sum to be placed in an account and to used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment.

2. The landscaping plan for the areas of any lot or block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by Lighthouse Beach Company, its agents, successors and assigns before implementation.

3. There is reserved to the Grantor, Lighthouse Beach Company, its agents, successors or assigns, a "Golf Course

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Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Sea Pines Golf Course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Grantor, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement

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Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway lot, "Out of Bounds" markers shall be placed on said lot at the expense of the Company.

5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall incluse, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Except for plats filed for record by the Lighthouse Beach Company, no block of golf course property shall be subdivided into lots which do not have either a minimum of ninety (90) feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of twenty thousand (20,000) square feet of ground area, except where such smaller lot shall have been approved in writing by a declaration of Lighthouse Beach Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual

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lots.

7. Whenever used in the foregoing special restrictions affecting "Golf Fairway Residential Areas", the term "lot" shall mean a platted lot, or two (2) or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on one (1) of the contiguous lots.

PART IV

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located on a privately owned lot), walkways, and like community areas in a clean and orderly fashion; provide for pest control when needed, and in general provide those services important to the development and preservation of an attractive community appearance, and further maintain the privacy and general safety of all waterfront or woodland areas, each owner of a lot or Estate Site in such waterfront or woodland areas shall pay annually to the Lighthouse Beach Company, as agent for the South Beach Association, the sum of eighty ($80.00) dollars per building site, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "building site" means the lot, portion of any lot, or group of lots, intended for the construction of a single dwelling unit. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year,

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or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment.

2. There shall be reserved for the use and benefit of adjacent second-row lot owners, if any, an easement of view, with said easement running along the side boundary lines of all lots located on and facing towards any creek, sound, tidal marshlands or wet lands. Said lots located on and facing towards any creek, sound, tidal marshlands or wet lands are hereinafter referred to as outer perimeter lots. Said easement shall extend five (5) feet on either side of said boundary lines, it being the purpose of this easement to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a view and direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company, acting at the request of owners of second-row lots, may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs, or other obstructions located within such easement area and interfering with the view of said second row property owners. Such clearing and maintenance shall be at the expense of the second-row property owners, except when the easement of view was willfully obstructed by the owner or agent thereof of an outer perimeter lot, in

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which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.

3. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the high water mark of any adjacent creek or canal, for the use and benefit of the owners of waterfront or woodland area lots, and that the Company will not subdivide, sell, otherwise dispose of, nor permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved; provided, however, that this covenant extends only to lands contiguous to and located on or fronting on water navigable at low tide.

4. Owners of lots fronting on the trust property described in Paragraph 3 above may erect docks (and boat houses where appropriate in the discretion of the Company) upon the trust property located between the outer boundary of their lots and contiguous to same and the high water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;

(b) Written approval of the Company to such plans and specifications must be secured, the Company

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reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Company in writing and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

5. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to whether the docks and/or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies the particular lot owner in writing that said dock and/or boat house fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boat house

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up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

6. Owners of lots located and fronting on any dredged creek, canal, marshlands or wet lands shall pay to the Lighthouse Beach Company, in addition to the maintenance charge set forth in Part IV, Paragraph 1 above, the additional sum of twenty-five dollars ($25.00) a year, said sum to be placed in an account and used exclusively for creek, canal, marshlands or wet lands shore maintenance and removal of accumulated silt.

7. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

8. The provisions of Paragraph 23 of Part I of these covenants shall apply to any bridges, walkways, or crossings over any dredged salt water channel or natural channel providing navigable access between Calibogue Sound and any lot conveyed by Lighthouse Beach Company, its successors and assigns. Except as may be provided from the proceeds of the twenty-five dollars ($25.00) a lot maintenance and silt removal fee stipulated in Paragraph 6 above of this Part IV, Lighthouse Beach Company expressly assumes no responsibility for silt or obstruction removal by dredging or any other means, in any natural or dredged channel providing access to any lot conveyed by Lighthouse

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Beach Company. Should the Company fail to maintain an average depth of six (6) feet below mean sea level (approximately nine and one-half (9½) feet below average high tide and two and one half (2½) feet below average low tide), any owner or group of owners may privately undertake to remove any accumulated silt or other obstruction in any natural or dredged channel providing navigable water access to their property.

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PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina, by Lighthouse Beach Company. It shall be the further intent and purpose of these restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach and sand dunes or tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Sea Pines Master Plan for development.

2. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland, an Open Space easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the deed of conveyance of said contiguous and adjacent property makes specific reference to a plat which shall show and designate Open Space as abutting the said property; and provided further, that said deed of conveyance makes a specific reference to the covenants and restrictions contained herein, by appropriate reference to this Declaration of Covenants by book and page reference in the records of Beaufort County.

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3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands and set aside on a recorded subdivision plat as Open Space Area.

4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the grantor to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.

5. The general topography of the landscape, river frontage or creek frontage, as well as distinctive and attractive scenic features in Open Space Areas shall be continued in their present condition, subject only to the exceptions noted herein.

6. The grantor shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulkheading, or other means deemed expedient or necessary by said grantor. The right is likewise reserved to the grantor to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas. The Company shall also have the right to cut

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fire breaks, and in general do all things necessary to carry on tree farming operations in such Open Space Areas, including harvesting of trees.

7. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

9. The granting of this easement does in no way grant to the public or to the grantee or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.

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10. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

11. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

12. Where the grantor is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

PART VI

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any of the Lighthouse Beach Company for a period of twenty-five (25) years from the execution date of this Declaration, except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of

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lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. In the event of a violation of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Lighthouse Beach Company, its successors and assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Lighthouse Beach Company, its successors and assigns shall have the right, whenever there shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occuring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any

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court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

3. The Covenants, restrictions and affirmative obligations contained herein supersede the following prior Declarations of rights, restrictions, conditions, and covenants made by Lighthouse Beach Company and recorded in the realty records of Beaufort County; Declaration of Restrictive Covenants at Deed Book 86 at Page 263 and in Deed Book 90 at Page 93; Declaration of Uniform Covenants at Deed Book 92 at Page 152 and Deed Book 92 at Page 287; Declaration of Special Covenants of Limited Area Application in Deed Book 100 at Page 270 and Deed Book 106 at Page 230; and Declaration of Rights, Restrictions, Conditions, etc., in Deed Book 128 at Page 185. The consolidative uniform covenants contained herein are in many paragraphs substantially identical to those covenants and restrictions previously recorded as set forth above, except that additional restrictions and provisions have been added herein.

It is the true and intent purpose of Lighthouse Beach Company that the covenants and restrictions contained herein

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shall be the sole applicable covenants restricting and affecting Class "A" Limited Residential Areas, properties conveyed by Lighthouse Beach Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded; however, those properties in Lighthouse Beach conveyed prior to the effective date of this instrument are not governed or otherwise restricted by the consolidated uniform provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

Dated this 2nd day of December, 1971.

Signed, sealed and delivered in the presence of:

Eleanor J. James

Susan K. Wiggerman

LIGHTHOUSE BEACH COMPANY

By: Sea Pines Management Company, Inc.
General Partner

BY: Robert W. Riggs (L.S.)

ATTEST: Lawton Hudson, Jr. (L.S.)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Eleanor J. James and made oath that she saw the within named LIGHTHOUSE BEACH COMPANY by SEA PINES MANAGEMENT COMPANY, INC., General Partner

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by its Harold D. Depkin, Vice President & Saunton Jordan its Secretary sign, affix the corporate seal and as its act and deed, deliver the within written instrument, and that She with Susan K. Weyermann witnessed the execution thereof.

Eleanor D. Jones

Sworn to before me this 2nd day of December, 1971.

Susan K. Weyermann (SEAL)
Notary Public of South Carolina

My commission expires: 6-1-81

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By L. S. McDonald CLERK OF COURT OF COMMON PLEAS

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain commercial lands of Sea Pines Plantation Company.

COMMERCIAL USE COVENANTS
December 7, 1971

WHEREAS, SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located on Hilton Head Island, Beaufort County, South Carolina;

WHEREAS, SEA PINES PLANTATION COMPANY desires to make, publish and record a Declaration of restrictive covenants affecting properties designated or to be designated for commercal use and desires to have said restrictive covenants filed in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said properties;

WHEREAS, SEA PINES PLANTATION COMPANY, in accordance with a resolution of the Executive Committee of its Board of Directors adopted at a meeting held on December 7, 1971 wherein the Vice President and the Secretary of Sea Pines Plantation Company were authorized to make this Declaration and to execute the same on behalf of said Company;

NOW THEREFORE, SEA PINES PLANTATION COMPANY, does hereby declare that the commercial land use covenants contained herein shall be covenants running with the land and shall apply to commercial lands conveyed in the future by deeds hereafter made which make reference to this Declaration of covenants (the "Commercial Property"). The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the application of the covenants contained herein.

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IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the commercial land use covenants contained herein shall be the sole applicable covenants restricting and affecting such Commercial Property as may be deeded subject to the covenants herein by specific reference in individual deeds; and further, it is the true intent and purpose of Sea Pines Plantation Company, that to the extent that there is conflict between those restrictions and commercial use covenants previously recorded by the Sea Pines Plantation Company, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict Commercial Property hereafter conveyed in deeds making reference to this Declaration.

The Covenants and Restrictions below will be referred to as the Commercial Use Restrictions of December 7, 1971 and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated in deeds to Commercial Property issued by Sea Pines Plantation Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

Whenever used herein, the term "the Company" shall refer to Sea Pines Plantation Company, its successors and assigns.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO COMMERCIAL PROPERTY

1. No building or structure of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any Commercial Property plot until architectural plans, specifications, construction material and location have been approved in writing by the Company. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a

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view to the development of an attractive and convenient commercial area of intergrated design and function. If the Company, its agents, successors or assigns do not act on an application made to them for approval within thirty (30) days after receiving written demand for such approval, such application shall be deemed approved.

2. Owners of shops or other business establishments on Commercial Property shall keep their shops, buildings and other structures in good repair, and shall maintain on the premises a neat and attractive appearance in general.

3. No noxious, offensive or illegal activity shall be carried on upon any Commercial Property, nor shall anything be done therein which may be or may become an annoyance or nuisance.

4. In order to preserve and enhance the economic value of the Commercial Property and to prevent congestion and crowding which would be detrimental to the value of adjacent areas, no more than fifty per cent (50%) of the total acreage in any Commercial Property tract may be utilized for enclosed and/or covered commercial buildings and similar facilities. The unenclosed portion of any Commercial Property tract shall be maintained in an attractive manner to include landscaping, walkways and automobile parking areas.

5. The exterior of any structure on Commercial Property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any Commercial Property on which a permanent structure has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of

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unsightly growth, which in the opinion of the Company, detracts from the overall beauty, setting and safety of the Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

7. It shall be the responsibility of each Commercial Property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. In the event the owner desires to sell a Commercial Property site within Sea Pines Plantation together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its options to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

9. Each Commercial Property owner shall provide adequate space for off-street parking for use by customers of the commercial venture.

10. Each Commercial Property owner shall provide sanitary receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company and such facilities shall be kept in a clean and sanitary condition.

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11. Prior to the construction and use of a commercial structure on any Commercial Property, proper and suitable provision shall be and made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District or the Company, or if no such main has been constructed in the vicinity of such lot, such disposal shall be made by means of a septic tank or tanks constructed on such lot. All sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any Commercial Property nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

12. No structure of a temporary character shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction.

13. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure or within a screened area as required in the following paragraph, or buried underground.

14. Each Commercial Property owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction in the same manner as set forth in Section 1 of this Declaration.

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15. No private water wells may be drilled or maintained on any Commercial Property so long as the Company or the Sea Pines Public Service District Commission, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such Commercial Property, provided that such water distribution line must be completed within five (5) days from the date of completion of any permanent structure or a private well may be drilled by the Commercial Property owner.

16. No Commercial Property site shall be subdivided, or its boundaries changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any subdivision intended primarily for commercial use in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a Commercial Property site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than ten (10) percent smaller than the smallest lot in such recorded subdivision plat from its original size but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than ten (10) percent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Commercial Property site so created.

PART II

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to the successors and assigns, if any of the Sea Pines Plantation Company for a period of twenty-five (25) years from the execution date of

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this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

VIOLATIONS OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any Commercial Property owner, or agent of such owner, the owners of Commercial Property in the neighborhood or in the Commercial Property subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, its successors or assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company, shall have the right, whenever there shall have been built on any Commercial Property any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occuring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed conveying Commercial Property hereafter made, modifications and/or additions to the [illegible]

1356 RV-2

modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

3. The covenants, restrictions and affirmative obligations contained herein supersede any prior Declarations of rights, restrictions, conditions, and covenants affecting Commercial Property made by the Company and recorded in the realty records of Beaufort County.

It is the true intent and purpose of the Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Commercial Property conveyed by the Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded; however, those properties conveyed the Company prior to the effective date of this instrument are not governed or otherwise restricted by the uniform provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

Dated this 9th day of December, 1971.

WITNESSES:

Joan A Hamlin

Patsy A Hancock

By: [signature]

Attest: Bee M. Rhodes

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared brfore me, Joan A Hamlin and made oath that (s)he saw the within named SEA PINES PLANTATION COMPANY, by Donald D. Stephens, its Vice President, and Bee M. Rhodes, its Secretary, sign, seal and as its act and deed deliver the within written agreement, that (s)he with Patsy A Hancock witnessed the execution therof.

Joan A Hamlin

Sworn to before me this
9th day of December, 1971

Patsy A. Hancock
Notary for S.C.

My Commission Expires
September 2, 1981

1356 RV.2

1660

FILED AT 9:00 O'CLOCK A. M. | BEAUFORT COUNTY S. C. | DEC 13 1971 | RECORDED IN BOOK 193 PAGE 1652

D. S. McDonald
CLERK OF COURT OF COMMON PLEAS

D.C.

1356 RV-2

BLJ/dbl

195/103

ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, etc., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF LIGHTHOUSE BEACH COMPANY

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WHEREAS, LIGHTHOUSE BEACH COMPANY (hereinafter sometimes called "Company") is a South Carolina Limited Partnership, with its principal place of business at Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, LIGHTHOUSE BEACH COMPANY has previously recorded certain Covenants and Restrictions dated the 1st day of April, 1970, as evidenced by a document recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 172 at Page 316, covering certain real property of the Company as described in said Covenants; and

WHEREAS, these aforesaid Covenants and Restrictions dated the 1st day of April, 1970, contain in Paragraph 3 of Part IV thereof the provision that "the LIGHTHOUSE BEACH COMPANY, its successors and assigns, may include in any contract or deed hereafter made, modifications and/or additions to the Restrictive Covenants as contained in this Declaration, with such modified Covenants being made applicable by reference to conveyances of land made subsequent to such modifications;" and

WHEREAS, at its meeting on the 10th day of December, 1971, the Board of Directors of the LIGHTHOUSE BEACH COMPANY adopted a Resolution to ammend and modify the

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

aforesaid Covenants and Restrictions dated the 1st day of April, 1970; and

WHEREAS, Sea Pines Management Company, Inc., General Partner of LIGHTHOUSE BEACH COMPANY, now wishes to properly file for record in the Office of the Clerk of Court for Beaufort County, South Carolina, a document to ammend and modify the aforesaid Covenants and Restrictions, in accordance with the aforesaid Resolution of the Board of Directors of LIGHTHOUSE BEACH COMPANY.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that LIGHTHOUSE BEACH COMPANY, a Limited Partnership, by Sea Pines Management Company, Inc., its General Partner, does hereby declare that Paragraph 23 of Part II of the aforesaid Covenants and Restrictions is ammended and modified and henceforth, until and unless further modified, shall be and read as follows:

> In recognition of the heavy annual expenditures of the LIGHTHOUSE BEACH COMPANY and the Sea Pines Plantation Company in advertising and public relations and the benefit to each lot owner from such expenditures in the event such lot owner desires to sell the lot and any improvements thereon, the lot owner shall, whenever he desires to sell said property, appoint the Sea Pines Plantation Company as, and the Sea Pines Plantation Company shall be, the exclusive real estate agent for the sale of the property for a period of sixty (60) days from the date of receipt by the Sea Pines Plantation Company of written notice of the asking price and other terms of sale as established by the lot owner. Should no buyer be found within the sixty (60) day period, the lot owner shall thereafter be free to list the property for sale with any other licensed South Carolina real estate broker, provided that should the

lot owner, either before or after the expiration of the sixty (60) day period, reduce the asking price as stated in the aforesaid notice, the lot owner shall, upon each reduction in asking price, reappoint the Sea Pines Plantation Company as, and the Sea Pines Plantation Company shall again be, the exclusive real estate agent for the sale of the property at the reduced asking price upon receipt of written notice by the Sea Pines Plantation Company of the reduced asking price. Upon the sale of the property during any such sixty (60) day period, whether in compliance with or in breach of the provisions of this paragraph, the lot owner shall pay to Sea Pines Plantation Company a sales commission equal to the then-prevailing standard commission under the policies of the South Carolina Real Estate Board as compensation for services rendered or as liquidated damages, as the case may be.

It is the true intent and purpose of LIGHTHOUSE BEACH COMPANY that the Covenants and Restrictions contained herein shall modify those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 172 at Page 316, (and any and all recorded additions or amendments thereto) and shall apply to those areas designated by these aforesaid Covenants and Restrictions as Class "B" Multi-Family Areas and shall also apply to the "Patio Home Sites" provided in the "Additional Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., Which Constitutes Covenants Running with Certain Lands of LIGHTHOUSE BEACH COMPANY," as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 179 at Page 240.

IN WITNESS WHEREOF, LIGHTHOUSE BEACH COMPANY has caused this ADDITIONAL DECLARATION to be executed in its Limited Partnership name by Sea Pines Management Company, Inc.,

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

its General Partner, this 10th day of December in the Year of Our Lord One Thousand Nine Hundred and Seventy-One and in the One Hundred ~~and~~ Ninety-Sixth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Virginia Cousins
Witness

Patsy H. Hancock
Witness

LIGHTHOUSE BEACH COMPANY, (SEAL)
A Limited Partnership

BY: Sea Pines Management Company, Inc.

BY _____
President

ATTEST: _____
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Virginia Cousins and made oath that she saw the within named LIGHTHOUSE BEACH COMPANY by SEA PINES MANAGEMENT COMPANY, INC., General Partner, by its President and Secretary, sign, affix the seal, and as its act and deed, deliver the within ~~written~~ instrument, and that she with Patsy H. Hancock witnessed the execution thereof.

Virginia Cousins

SWORN TO before me this
10th day of December, 1971.

Patsy H. Hancock (SEAL)
Notary Public for South Carolina

My Commission expires: 9/2/81

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:00		195
O'CLOCK A. M	JAN 26 1972	PAGE 403

_____
CLERK OF COURT OF COMMON PLEAS

LAW OFFICES OF
DOWLING, DOWLING, SANDERS & DUKES, P.A.
BEAUFORT, S. C.

PLJ/dbl

107

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, etc., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF LIGHTHOUSE BEACH COMPANY.

WHEREAS, LIGHTHOUSE BEACH COMPANY (hereinafter sometimes called "Company") is a South Carolina Limited Partnership, with its principal place of business at Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, LIGHTHOUSE BEACH COMPANY has previously recorded certain Covenants and Restrictions dated the 1st day of April, 1970, as evidenced by a document recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 172 at Page 317, covering certain real property of the Company as described in said Covenants; and

WHEREAS, these aforesaid Covenants and Restrictions dated the 1st day of April, 1970, contain in Paragraph 3 of Part IV thereof the provision that "the LIGHTHOUSE BEACH COMPANY, its successors and assigns, may include in any contract or deed hereafter made, modifications and/or additions to the Restrictive Covenants as contained in this Declaration, with such modified Covenants being made applicable by reference to conveyances of land made subsequent to such modifications;" and

WHEREAS, at its meeting on the 10th day of December, 1971, the Board of Directors of the LIGHTHOUSE BEACH COMPANY adopted a Resolution to ammend and modify the

LAW OFFICES OF
DOWLING, DOWLING
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

1356 RV-2

aforesaid Covenants and Restrictions dated the 1st day of April, 1970; and

WHEREAS, Sea Pines Management Company, Inc., General Partner of LIGHTHOUSE BEACH COMPANY, now wishes to properly file for record in the Office of the Clerk of Court for Beaufort County, South Carolina, a document to ammend and modify the aforesaid Covenants and Restrictions, in accordance with the aforesaid Resolution of the Board of Directors of LIGHTHOUSE BEACH COMPANY.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that LIGHTHOUSE BEACH COMPANY, a Limited Partnership, by Sea Pines Management Company, Inc., its General Partner, does hereby declare that Paragraph 24 of Part II of the aforesaid Covenants and Restrictions is ammended and modified and henceforth, until and unless further modified, shall be and read as follows:

> In recognition of the heavy annual expenditures of the LIGHTHOUSE BEACH COMPANY and the Sea Pines Plantation Company in advertising and public relations and the benefit to each lot owner from such expenditures in the event such lot owner desires to sell the lot and any improvements thereon, the lot owner shall, whenever he desires to sell said property, appoint the Sea Pines Plantation Company as, and the Sea Pines Plantation Company shall be, the exclusive real estate agent for the sale of the property for a period of sixty (60) days from the date of receipt by the Sea Pines Plantation Company of written notice of the asking price and other terms of sale as established by the lot owner. Should no buyer be found within the sixty (60) day period, the lot owner shall thereafter be free to list the property for sale within any other licensed South Carolina

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

1356 RV-2

real estate broker, provided that should the lot owner, either before or after the expiration of the sixty (60) day period, reduce the asking price as stated in the aforesaid notice, the lot owner shall, upon each reduction in asking price, reappoint the Sea Pines Plantation Company as, and the Sea Pines Plantation Company shall again be, the exclusive real estate agent for the sale of the property at the reduced asking price upon receipt of written notice by the Sea Pines Plantation Company of the reduced asking price. Upon the sale of the property during any such sixty (60) day period, whether in compliance with or in breach of the provisions of this paragraph, the lot owner shall pay to Sea Pines Plantation Company a sales commission equal to the then-prevailing standard commission under the policies of the South Carolina Real Estate Board as compensation for services rendered or as liquidated damages, as the case may be.

It is the true intent and purpose of LIGHTHOUSE BEACH COMPANY that the Covenants and Restrictions contained herein shall modify those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 172 at Page 317, (and any and all recorded additions or amendments thereto) and shall apply to those areas designated by these aforesaid Covenants and Restrictions as Class "A" Townhouse Areas and shall also apply to the "Patio Home Sites" provided in the "Additional Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., Which Constitutes Covenants Running With Certain Lands of LIGHTHOUSE BEACH COMPANY," as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 179 at Page 240.

IN WITNESS WHEREOF, LIGHTHOUSE BEACH COMPANY has caused this ADDITIONAL DECLARATION to be executed in its Limited Partnership name by Sea Pines Management Company, Inc.,

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

1356 PAGE 2

its General Partner, this 10th day of December in the Year of Our Lord One Thousand Nine Hundred and Seventy-One and in the One Hundred and Ninety-Sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Virginia Cousins
Witness

Patsy A Hancock
Witness

LIGHTHOUSE BEACH COMPANY, (SEAL)
A Limited Partnership

BY: Sea Pines Management Company, Inc.

By: [signature]
President

ATTEST: Susan K Wyerman
Secretary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Virginia Cousins and made oath that she saw the within named LIGHTHOUSE BEACH COMPANY by SEA PINES MANAGEMENT COMPANY, INC., General Partner, by its President and Secretary, sign, affix the seal, and as its act and deed, deliver the within written instrument, and that she with Patsy A Hancock witnessed the execution thereof.

Virginia Cousins

SWORN TO before me this 10th day of December 1971.

Patsy A Hancock (SEAL)
Notary Public for South Carolina

My Commission expires: 9/2/81

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:00 O'CLOCK A. M	JAN 26 1972	195 PAGE 107

J. S. McDonald
CLERK OF COURT OF COMMON PLEAS
D.C.

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS CONDITIONS, ETC., which constitute covenants running with certain lands of the Sea Pines Plantation Company

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, in the County and State aforesaid, said

WHEREAS, Sea Pines Plantation Company has heretofore executed Covenants, Restrictions, and Affirmative Obligations applicable to all Class "B" Multi-Family Residence areas within Sea Pines Plantation, said Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35, and

WHEREAS, Sea Pines Plantation Company, in addition to the covenants above described, has also executed Additional Covenants, Restrictions, and Affirmative Obligations applicable to all Class "B" Multi-Family Residence Areas within Sea Pines Plantation, said Additional Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 168 at Page 54, and

WHEREAS, Sea Pines Plantation Company reserved the right, in said Additional Declaration, to modify or add to said restrictive covenants, and

WHEREAS, at a meeting held on January 31, 1973 the

Board of Directors of Sea Pines Plantation Company adopted a resolution authorizing the officers of said corporation to make and execute this Declaration of Additional Covenants, Restrictions, and Affirmative Obligations;

NOW THEREFORE, Sea Pines Plantation Company, hereinafter referred to as "Company" does hereby declare that the provisions herein contained are Rights, Restrictions, Conditions, Affirmative Obligations, etc., all constituting covenants running with certain lands held by said Company to which said lands these covenants may be applicable by reference to a deed or in a written instrument duly recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

ONE: In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain adjacent areas in a clean and orderly condition, provide a fund for pest control when needed, and in general provide a fund for those services important to the development and preservation of an attractive community, and further, to maintain the privacy and general safety of the residential communities which are in Sea Pines Plantatation, each owner of a Dwelling Unit shall pay annually to the Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of eighty dollars ($80.00) per Dwelling Unit, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph the term "Dwelling Unit" shall include any apartment, villa, townhouse, or other residence, unit or group of such units, which is to be

situated on any lot. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of each payment. The provisions of this paragraph supersede paragraph 24 of the Class "B" Covenants of June 13, 1964 recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35.

TWO: In order to help defray costs of police, security patrols and guards for the Plantation, each owner of a Dwelling Unit shall pay annually to Sea Pines Plantation Company, as agent for the Sea Pines Association, the sum of fifty dollars ($50.00) per Dwelling Unit, said sum to be placed in an account and to be used exclusively for the purposes hereinabove noted. From and after January 1, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five (5) percent of the maximum authorized payment for the previous year.

THREE: These Covenants, Restrictions, and Affirmative Obligations are in addition to those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 124 at Page 35, and those recorded in Deed Book 168 at Page 54 and shall run with the land and shall be binding on all parties and persons

claiming under them with the same force and effect as those Restrictions recorded in Deed Book 124 at Page 35 and Deed Book 168 at Page 54.

WITNESSES:

SEA PINES PLANTATION COMPANY

Mary Duncan

BY: Charles E. Fraser
its President

Susan Kuligerman

BY: Richard S. Woods
its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Mary Duncan who, being duly sworn, deposes and says that she saw SEA PINES PLANTATION COMPANY, by Charles E. Fraser its President and Richard S. Woods its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that she with Susan K. Weyermann witnessed the execution thereof.

Mary Duncan

SWORN to before me this
31st day of January
1973.

Susan K. Weyermann (SEAL)
Notary Public for South Carolina

My Commission Expires
June 1, 1981

S.P.P. Co.

FILED AT 5:00 O'CLOCK P M
BEAUFORT COUNTY S. C.
FEB 5 1973
RECORDED IN BOOK 37½ PAGE 560
Mar Pender D.C.
CLERK OF COURT OF COMMON PLEAS

206
1143

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain commercial lands of Lighthouse Beach Company.

COMMERCIAL USE COVENANTS
January 25, 1973

WHEREAS, LIGHTHOUSE BEACH COMPANY, a Limited Partnership organized and existing under the laws of the State of South Carolina, is the owner of certain lands located on Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, LIGHTHOUSE BEACH COMPANY desires to make, publish and record a declaration of restrictive covenants affecting certain properties designated for commercial use and desires to have said restrictive covenants filed in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said properties; and

WHEREAS, LIGHTHOUSE BEACH COMPANY recognizes that said properties are situate in an environmentally sensitive area and that any development of said property is a matter of concern to both the developing party and the Community-at-large; and

WHEREAS, LIGHTHOUSE BEACH COMPANY desires to insure that all properties now, or hereafter, owned by it are developed pursuant to an orderly plan which contemplates among other things the environmental impact on the Community-at-large of any proposed developmental scheme for such properties;

NOW THEREFORE, LIGHTHOUSE BEACH COMPANY does hereby declare that the provisions contained herein are rights, restrictions, conditions and affirmative obligations all constituting covenants running with the land which is conveyed by LIGHTHOUSE BEACH COMPANY by deed or other written instrument in which reference is

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specifically made to these covenants. The Company reserves in each instance the right to add, in Deeds of Conveyance, additional covenants in respect to said properties so conveyed by such Deed, or to limit therein the application of the uniform covenants contained herein. Notice of such additional covenants will, in all cases, be set forth in the contract of sale relating to such property.

1144

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the commercial land use covenants contained herein shall be the sole applicable covenants restricting and affecting commercial properties conveyed by LIGHTHOUSE BEACH COMPANY, subsequent to the recording of this Declaration, and such other property as may be deeded subject to the covenants herein by specific reference in individual deeds, or by subsequent declarations; and further, it is the true intent and purpose of LIGHTHOUSE BEACH COMPANY, that to the extent that there is conflict between those restrictions and covenants previously recorded, as set forth above, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict commercial properties hereafter conveyed in deeds making reference to this Declaration.

DEFINITIONS

1. Whenever used herein, the term "the Company" shall refer to LIGHTHOUSE BEACH COMPANY, its successors and assigns.

2. Whenever used herein, the term "Commercial Property" shall apply to property used or to be used for all retail commercial uses except "package stores" for the sale and take-out of alcoholic beverages and real estate sales offices which accept listings,and offer for sale, real property outside the Forest Beach area. Permissible retail commercial uses shall include, but not be limited to, retail shops, hotel, motel, motor hotel, or motor lodge sites or operation, and all other Class "B" multi-family residence areas such as condominiums or apartments.

SLP

3. The term "Owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of any tract, subdivision or lot of land as well as any subsequent owner of a parcel of land upon which commercial uses are to be or have been made, and shall specifically include the owner of a condominium dwelling within a structure located on such property.

4. The term "Class "B" Multi-Family Residence Areas" shall refer to any original tract, subdivision or lot of land, as well as any subsequently subdivided portion thereof, intended for multi-family residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issued by the Company.

The Covenants and Restrictions below will be referred to as the Commercial Use Restrictions of January 25, 1973, and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated by reference in deeds to commercial property issued by LIGHTHOUSE BEACH COMPANY by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO COMMERCIAL PROPERTY OWNED BY LIGHTHOUSE BEACH COMPANY.

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Commercial Property until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule

SLP

shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which, in its sole and uncontrolled discretion, the Company shall deem sufficient, provided, however, that such approval by the Company shall not be unreasonably withheld. Elements that will be considered by the Company before plans or specifications are approved include, but are not limited to, the following: (a) the ratio of hard surface to natural tree or landscaped surface as reflected in the Master Plan; (b) location of utility lines; (c) the ratio of parking spaces to building capacity; the adequacy of recreational facilities when viewed against the number of persons such facilities are projected to serve; (d) an acceptable plan to provide for the capture and disposition of any surface water run-off on the property; (e) adequacy of proposed restaurant facilities, convention facilities, meeting areas, or auditoriums when viewed against the number of persons such facilities are projected to serve and the desirability of each Commercial venture being reasonably self-sufficient; and (f) whether any of the proposed improvements to be constructed on the Property exceed the maximum allowable height for such improvements which, without the written consent of the Company, may not exceed five (5) floors or sixty-two (62) feet above mean sea level. In no event will the Company approve plans and specifications that do not meet, at least, the minimum standards for construction as established by the "Southern Standard Building Code" in effect at the time such approval is requested. No alterations in the exterior appearance of any building or structure shall be made after initial construction without like approval by the Company. Approval shall not be unreasonably withheld and permission shall not be refused to make any addition or modification to any structure on the property so long as the proposed addition

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SLP

or modification is constructed of materials of comparable quality with the existing structures on the property and the design and site plan of said addition or modification is compatible with the existing structures on the property. One (1) copy of all plans and related data, as approved by the Company, shall be furnished the Company for its records and all improvements constructed on the property must be constructed pursuant to such plans and specifications with no material variations therefrom unless approved, in writin, by the Company. A variation will be deemed "material" in any case where such variation would not meet minimum standards for construction as established by the "Southern Standard Building Code" in effect at the time a request for approval of plans, as provided for hereinabove, was made.

1147

2. The exterior of any structure on Commercial Property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergency or natural calamities.

3. It shall be the responsibility of the owner of land subject to these covenants to prevent the development of any unclean, unsightly or unkept conditions at any buildings or on the grounds of said tract of land which conditions would tend to substantially decrease the beauty of Hilton Head Island as a whole or of the specific tract of land subject to these covenants. If said lot owner does not maintain said land and any improvements thereon according to the standards which LIGHTHOUSE BEACH COMPANY has established, after ten (10) days' written notice to the lot

SLP

owner and failure of the land owner to correct the defective conditions, LIGHTHOUSE BEACH COMPANY, at the land owner's expense, may enter upon the premises and correct the defective conditions. 1148

4. No noxious or offensive activity shall be carried on upon any Commercial Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

5. The Company reserves the right to restrict the size, color and content of any signs to be erected on such Commercial Property. Property identification and like signs exceeding a combined total of more than ten (10) square feet may not be erected without the written permission of the Company. The Company will use, as criteria for approval of signs to be erected on Commerical Property, the manual "Street Graphics", published in 1972 by the American Institute of Landscape Architects Foundation under grants from the Department of Housing and Urban Development. The size of all such signs shall be that appropriate for twenty-five (25) miles per hour traffic as set forth in said manual. In no event will the Company approve the erection of signs which do not conform to the criteria set forth in said manual.

6. Each Commercial Property owner shall provide adequate space for off-street parking for use by customers of the commercial venture.

SLO

7. Each Commercial Property owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

8. Prior to the construction and use of a commercial structure on any Commercial Property, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Forest Beach Public Service District. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof, nor shall disposal of sewage by means of septic tank or tanks be permitted on any Commercial Property except as approved as a temporary measure by the county sanitary engineer.

9. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use the electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of all Commercial Property sites and such other areas as are shown on the applicable plat; provided further, that the Company may cut drainways for surface water whenever and wherever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, and to maintain reasonable standards of health, safety and appearance. It further reserves the right

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to locate wells, pumping stations and tanks within any Commercial Property designated for such use on the applicable plat of a subdivision or to locate same upon any lot with the permission of the owner of such Commercial Property. Such rights may be exercised by any licensee of the Company but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

10. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement on, over and under the ground to construct a paved bicycle path to interconnect to any other such paved bicycle paths which are now or will be constructed along those roads now known as South Forest Beach Drive, Pope Avenue, and Cordillo Parkway on, in, or over the first ten (10) feet of each lot or tract on each side thereof which is bounded by the right-of-way of the aforesaid roads, provided, however, that in any case where the Company has reserved easements pursuant to paragraph 9 hereinabove and this paragraph 10, the Company will use its best efforts to make the area of said easements coincide one with the other wherever reasonably possible. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such paved bicycle path.

11. No structure of a temporary character shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction.

12. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any Commercial Property at any time, either temporarily or permanently, without written approval by the Company.

13. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure within a screened area as required in paragraph 14 herein, or buried underground.

14. Each Commercial Property owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

15. No private water wells may be drilled or maintained on any Commercial Property so long as Forest Beach Public Service Commission, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal business use by such distribution lines; provided further that such water distribution line must be completed within five (5) days from the date of completion of any permanent structure or a private well may be drilled by the Commerical Property owner.

16. No large trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the written approval of the Company, unless located within ten (10) feet of any permanent structure, driveway, or parking area, or within ten (10) feet of the approved site for such building,

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driveway, or parking area. The objective of this provision is to insure that all Commercial Property has an adequate tree border on each side of such property abutting on a road or street, and, further, to insure that no trees are removed from any Commercial Property except in those specific instances where failure to remove a tree or trees would substantially impair or prohibit the use of the property for the purpose approved by the Company. An owner of Commercial Property affected by these covenants and restrictions shall be deemed in violation of this provision in each instance of the removal proscribed hereinabove, whether such removal be deliberate or the result of negligence on the part of such owner or his agent or agents.

17. No Commercial Property site shall be subdivided, or its boundaries changed, except with the written consent of the Company, which consent will not be unreasonably withheld. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on a plat of Commercial Property sites in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lots suitable and fit as Commercial Property sites including, but not limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) per cent from its original size but further provided, that any such lot may be reduced in size to a minimum of one (1) acre whether or not such reduction in size is more than twenty (20) per cent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Commercial Property site so created.

18. No improvements may be made on any Commercial Property

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which exceed a height of five floors or sixty-two (62) feet above mean sea level unless approved, in writing, by the Company. The Company reserves the right to establish maximum height restrictions which are less than sixty-two (62) feet in any Contract of Sale for commercial property, and to allow an additional measure of height over and above sixty-two (62) feet, up to a maximum amount of eight (8) feet for use as a roof wall for the purpose of concealing roof-mounted equipment essential to the operation of any commercial buildings constructed on the property.

19. In the event the owner desires to sell a Commercial Property site on Hilton Head Island together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty(30) days after receipt of written notice of the price and terms, to exercise its options to purchase said property at the offered price, then the owner of said property shall have the right to sell said property, subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company. For the purpose of this paragraph 19, a "sale" by the owner of a Commercial Property site shall include, but not be limited to, a sale of such site by an individual owner, partnership, or other such unincorporated entity and, in the case of a corporate owner, a consolidation or merger into another corporation where the corporate owner is not the resulting or surviving corporation, or the consolidation or merger of another corporation into it, where the corporate owner is not the resulting or surviving corporation, or the sale or transfer to another corporation of all or substantially all of its business and assets, or the sale or transfer of all or substantially all of its stock.

20. In addition to the foregoing, the following additional covenants and restrictions shall apply to all Commercial Property which is designated, approved for use, or used for the operation of a hotel, motel, motor hotel, or motor lodge.

(a) All Commercial Property designated for such use shall be used solely for the operation of a hotel, motel, motor hotel, or motor lodge, including the rental of rooms to overnight guests, the rental of banquet and convention facilities, the operation of retail food and refreshment facilities including the sale of alcoholic beverages for consumption on the premises, if permitted by law, and the rental of retail shop or office space provided, however, that such retail shop or office space may not be used for "package stores" for the sale and take-out of alcoholic beverages and real estate sales offices which accept listings, and offer for sale, real property outside the Forest Beach area, unless approved, in writing, by the Company. The term "operation of retail food and refreshment facilities" as used in these covenants is limited to those establishments which offer food and beverage services to the general public at seated tables and booths or bars limited on the interior of an all-weather building, within employ of the operators providing table service to customers, or counter service in the case of bars, unless LIGHTHOUSE BEACH COMPANY approves, in writing, the operation of the facility without table service, and specifically does not include, unless approved, in writing, by the Company, the operation of a "fast food" or "Take-out food" facility on the premises.

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21. In addition to the foregoing, the following additional covenants and restrictions shall apply to all Commercial Property which is designated, approved for use, or used as a Class "B" Multi-Family Residence Area, including common-wall townhouse structures, apartments, villas, and all other types of multi-family residential buildings:

(a) No plans will be approved unless the proposed house or structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot will normally be specified in each sales contract and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two story structure.

(b) Since the establishment of standard inflexible building set back lines for locating houses or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effect on privacy,

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view, preservation of important trees, etc., no specific set back lines are established by these covenants. In order to assure, however, that location of villas, townhouses, or other structures will be staggered, so that the maximum amount of view and breeze will be available to each dwelling unit, and that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees, and similar considerations, the Company reserves unto itself, its successors, and assigns, the right to control absolutely and to decide the precise site of any villa townhouse, dwelling or other structure or structures, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots within the Class "B" Multi-Family Residence Areas for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient PROVIDED, HOWEVER, that such location shall be determined only after reasonable opportunity is afforded the lot or tract owner to recommend a specific site, and PROVIDED FURTHER, that in the event an agreed location is stipulated in writing in the contract of purchase the Company shall approve automatically such location for a residence, or group of residential units.

(c) All lots in said residence areas shall be used for residential purposes exclusively. The facilities included on the site may include common meeting rooms, housekeeping supply rooms, and social rooms. No structure or structures shall be erected, altered, placed

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or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions. The Company expressly reserves the right to: (a) determine and limit the number of villas, townhouses, or other residential units or group of such units to be placed on a given tract, area or lot of land; (b) determine and limit the maximum height of any and all such structures; and (c) determine and limit the total maximum occupancy or density of all units combined within a given subdivision or complex.

(d) Notwithstanding the provisions of paragraph 2 of Part I hereof, the exterior of all villas, townhouses and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

PART II

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS, TOGETHER WITH AFTERWORD.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

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Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

In addition to the foregoing, LIGHTHOUSE BEACH COMPANY, its successors or assigns, shall have the right, whenever there shall have been built on any Commercial Property any structure which is in violation of these restrictions, to enter upon such property where such violation(s) exist(s), and summarily abate or remove the same at the expense of the owner if, within thirty (30) days after receipt of written notice of such violation(s) it(they) shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

SLO

The Company reserves in each instance the right to add in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

It is the true intent and purpose of LIGHTHOUSE BEACH COMPANY that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Commercial Property conveyed by LIGHTHOUSE BEACH COMPANY to grantees of the Company subsequent to the date of the Declaration adopting these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is variation from and addition to, covenants herein recorded; however, those properties conveyed by LIGHTHOUSE BEACH COMPANY prior to the effective date of this instrument are not governed or otherwise restricted by the consolidated uniform provisions of this Declaration, but are so governed and restricted by any covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

IN WITNESS WHEREOF, LIGHTHOUSE BEACH COMPANY has executed these presents acting by and through its duly authorized officers as of the 25th day of January, 1973.

WINESSES:

LIGHTHOUSE BEACH COMPANY

BY SEA PINES MANAGEMENT CO., INC.
(General Partner)

Louise B. Williams

By Charles E. Fraser (S.P.)
Its President

Donna S. Boswell

Attest
Its Assistant Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

1160

PERSONALLY appeared before me Donna S. Boswell and made oath that he saw the within named LIGHTHOUSE BEACH COMPANY by Sea Pines Management Company, Inc., General Partner, by Charles E. Fraser, its President, and S. Larry Phillips, its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Declaration of Covenants and Restrictions for Commercial Property for the uses and purposes therein mentioned and that he with Louise P. Williams witnessed the execution thereof.

Donna S. Boswell

SWORN TO before me this 25th day of January, 1973.

Louise P. Williams (SEAL)
Notary Public for South Carolina

My Commission expires: Feb. 24, 1981

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
11:30 O'CLOCK	FEB 15 1973	226 PAGE
A M		443

CLERK OF COURT OF COMMON PLEAS 333

5LP

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain commercial lands of SEA PINES PLANTATION COMPANY

COMMERCIAL USE COVENANTS

May 10, 1973

WHEREAS, SEA PINES PLANTATION COMPANY, a South Carolina Corporation, **is the owner of certain lands located** on Hilton Head Island, Beaufort County, South Carolina; **and**

WHEREAS, Sea Pines Plantation Company desires to make, publish and record a Declaration of Restrictive Covenants affecting properties designated or to be designated for commercial use and desires to have said restrictive covenants filed in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said property; and

WHEREAS, Sea Pines Plantation Company recognizes that any development of said property is a matter of concern to both the developing party and the Community-at-large; and

WHEREAS, Sea Pines Plantation Company desires to insure that all properties now, or hereafter owned by it are developed pursuant to an orderly plan which contemplates, among other things, the environmental impact on the Community-at-large of any proposed development scheme for such properties; and

NOW THEREFORE, Sea Pines Plantation Company does hereby declare that the commercial land use covenants contained herein shall be covenants running with the land and shall apply to commercial lands conveyed in the future by deeds hereafter made which make reference to this Declaration of covenants (the "Commercial Property"). The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the application of the covenants contained herein.

1356 RV-2

The Covenants and Restrictions below will be referred to as the Commercial Use Restrictions of May 10, 1973, and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated in certain deeds to Commercial Property issued by Sea Pines Plantation Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

Whenever used herein, the term "the Company" shall refer to Sea Pines Plantation Company, its successors and assigns:

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS, APPLICABLE TO COMMERCIAL PROPERTY

1. No building or structure of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any Commercial Property plot until architectural plans, specifications, construction material and location have been approved in writing by the Company. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a view to the development of an attractive and convenient commercial area of integrated design and function. If the Company, its agents, successors or assigns do not act on an application made to them for approval within forty-five (45) days after receiving written demand for such approval, such application shall be deemed approved.

2. Owners of shops or other business establishments on Commercial Property shall keep their shops, buildings and other structures in good repair, and shall maintain on the premises a neat and attractive appearance in general.

3. No noxious, offensive or illegal activity shall be carried on upon any Commercial Property, nor shall anything be done therein which may be or may become an annoyance or nuisance.

1356 RY-2

4. In order to preserve and enhance the economic value of the Commercial Property and to prevent congestion and crowding which would be detrimental to the value of adjacent areas, no more than fifty per cent (50%) of the total acreage in any Commercial Property tract may be utilized for enclosed and/or covered commercial buildings and similar facilities. The unenclosed portion of any Commercial Property tract shall be maintained in an attractive manner to include landscaping, walkways and automobile parking areas.

5. The exterior of any structure on Commercial Property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any Commercial Property on which a permanent structure has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company, detracts from the overall beauty, setting and safety of the Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

7. If shall be the responsibility of each Commercial Property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

1356 PAGE 21

8. In the event the owner desires to sell a Commercial Property site subject to these covenants together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bonafide offer has been made for the property, and the said Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its options to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which was offered to the Company.

9. Each Commercial Property owner shall provide adequate space for off-street parking for use by customers of the commercial venture.

10. Each Commercial Property owner shall provide sanitary receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company and such facilities shall be kept in a clean and sanitary condition.

11. Prior to the construction and use of a commercial structure on any Commercial Property, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company, or if no such main has been constructed in the vicinity of such lot, such disposal shall be made by means of a septic tank or tanks constructed on such lot. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any Commercial Property nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

1356 N-2

12. No structure of a temporary character shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction.

13. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure or within a screened area as required in the following paragraph, or buried underground.

14. Each Commercial Property owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction in the same manner as set forth in Section 1 of this Declaration.

15. No private water wells may be drilled or maintained on any Commercial property so long as the Company, its agents, successors or assigns, plans a water distribution line within fifty (50) feet of such Commercial Property, provided that such water distribution line must be completed within five (5) days from the date of completion of any permanent structure or a private well may be drilled by the Commercial Property Owner.

16. No Commercial Property site shall be subdivided, or its boundaries changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any subdivision intended primarily for commercial use which is subject to these covenants in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a Commercial Property site

1356 RV-2

to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than ten (10) per cent smaller than the smallest lot in such recorded subdivision plat from its original size but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than ten (10) per cent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Commercial Property site so created.

PART II

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to the successors and assigns, if any of the Sea Pines Plantation Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any Commercial Property owner, or agent of such owner, the owners of Commercial Property in the neighborhood or in the Commercial Property subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, its successors or assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition

1358 RV.2

to the foregoing, the Company shall have the right, whenever there shall have been built on any Commercial Property any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed conveying Commercial Property hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

Dated this 10th day of May, 1973.

SEA PINES PLANTATION COMPANY

BY James F Russell Jr.
Its VICE PRESIDENT

ATTEST: [illegible]
Its [illegible]

WITNESSES:

[illegible]

[illegible]

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PROBATE

PERSONALLY appeared before me _____,
who, being duly sworn, deposes and says that _____ saw SEA PINES
PLANTATION COMPANY by _____, its _____,
and _____, its _____, sign and seal,
and as its act and deed, execute the foregoing instrument for the uses
and purposes therein mentioned and that _____ with
_____ witnessed the execution thereof.

_____

SWORN to and subscribed
before me, this _____
day of May, 1973.

_____
Notary Public for South Carolina

My Commission Expires:

_____

FILED AT 12:00 O'CLOCK P M | BEAUFORT COUNTY S C. | MAY 18 1973 | RECORDED IN BOOK 209 PAGE 1745

M H Gruber D.C.
CLERK OF COURT OF COMMON PLEAS

1356 M-2

1561

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY - CLASS "B" COVENANTS, OCTOBER 22, 1969, FOR MULTI-FAMILY RESIDENCES

Sea Pines Plantation Company does hereby amend the "Additional Declaration of Rights, Restrictions. Conditions, Etc. Which Constitute Covenants Running with Certain Lands of the Sea Pines Plantation Company - Class "B" Covenants, October 22, 1969, for Multi-Family Residences" which is recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 168 at page 54, (the "Additional Declaration") by striking and deleting from the Additional Declaration provision THREE. Sea Pines Plantation Company does hereby waive and release its rights under provision THREE as the same apply to property heretofore conveyed subject to the Additional Declaration. In all other respects the terms of the Additional Declaration shall remain unchanged.

This 9th day of July, 1973.

Witness:

Frances Simpson

Jan Atkinson

Sea Pines Plantation Company

By: Richard S. Woods
Its Vice President

Attest: J. Richard Worth
Its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE 1562

PERSONALLY appeared before me Frances Sampson who, being duly sworn, deposes and says that (s)he saw SEA PINES PLANTATION COMPANY, by Richard S Woods its Vice-President and H. Richard Wirth its Asst. Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that (s)he with Jean Atkinson witnessed the execution thereof.

Frances Sampson

DD S+D Hun 910

Sworn to before me this
9th day of July
1973.

Jean Atkinson (SEAL)
Notary Public for South Carolina

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires February 28, 1983

FILED AT 12:00 P.M. | BEAUFORT COUNTY S. C. | JUL 12 1973 | RECORDED IN BOOK 211 PAGE 1561
CLERK OF COURT OF COMMON PLEAS

223/2046

STATE OF SOUTH CAROLINA)
) LIMITATION OF APPLICATION OF CLASS "A" RESTRICTIVE COVENANTS DATED APRIL 1, 1970, APPLICABLE TO SEA PINES PLANTATION COMPANY
COUNTY OF BEAUFORT)

WHEREAS, on April 1, 1970, SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of South Carolina, promulgated Restrictive Covenants known as "Class A Covenants, April 1, 1970;" and

WHEREAS, the above referred to Covenants were recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 173 at Page 46; and

WHEREAS, in said document the said SEA PINES PLANTATION COMPANY reserved "...in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of the consolidated uniform covenants contained herein;" and

WHEREAS, it is now the intention of SEA PINES PLANTATION COMPANY, to add additional Restrictive Covenants, or to limit the application of the above referred to Restrictive Covenants in respect to those properties to which the above referred to Class A Covenants for residential areas shall be made effective; and

WHEREAS, Paragraph Twenty-one (21) of the above referred to Covenants contains certain restrictive measures concerning the removal of trees measuring six (6) inches or more in diameter; and

WHEREAS, it is the intention of this document to change in certain particulars the above referred to Paragraph Twenty-one (21); and

WHEREAS, in a meeting held on the 2nd day of August, 1974, the Board of Directors of Sea Pines Plantation Company, adopted a resolution authorizing officers of said Corporation to make and execute this document;

NOW, THEREFORE, SEA PINES PLANTATION COMPANY, hereafter referred to as "Company" does hereby declare that the provisions contained in Paragraph Twenty-one (21) of the above described Class A Covenants, of April 1, 1970,

LAW OFFICES OF
BOWLING, BOWLING,
SANDERS & BURNS, P.A.
BEAUFORT, S. C.

be limited by amending said provision to read after amendment, as follows:

"21. No large trees measuring three (3) inches or more in diameter at ground level may be removed without the written approval of the Company."

All other provisions contained in the Restrictive Covenants above described are hereby reaffirmed except as may be changed, modified or amended or added to herein.

WITNESSES:

Patricia Starling

Barbara T Richardson

SEA PINES PLANTATION COMPANY (SEAL)

By: H Richard Werth

Attest: Ann F Bibb

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Patricia Starling, who being duly sworn, says that she saw the corporate seal of the SEA PINES PLANTATION COMPANY affixed to the foregoing instrument and that she also saw H. Richard Werth Vice President and Ann F. Bibb Assistant Secretary of SEA PINES PLANTATION COMPANY sign, and attest the same, and that she with Barbara T. Richardson witnessed the execution and delivery thereof as the act and deed of the said SEA PINES PLANTATION COMPANY.

SWORN TO before me this 16th day of September, 1974.

Patricia Starling
Witness

Barbara T Richardson (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/25/84

HLN

FILED AT 10:45 O'CLOCK A M — BEAUFORT COUNTY S. C. — SEP 23 1974 — RECORDED IN BOOK 227 PAGE 2046

Dep. Anita B Nettles
CLERK OF COURT OF COMMON PLEAS

PREPARED BY DOUGLAS, DUNDEE, P.A. BEAUFORT, S. C.

F 2048

STATE OF SOUTH CAROLINA)
) LIMITATION OF APPLICATION OF CLASS "B" RESTRICTIVE COVENANTS DATED JULY 9, 1964, APPLICABLE TO SEA PINES PLANTATION COMPANY
COUNTY OF BEAUFORT)

WHEREAS, on July 9, 1964, SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of South Carolina, promulgated Restrictive Covenants known as "Class B Multi-Family Covenants, July 9, 1964" as amended; and

WHEREAS, the above referred to Covenants were recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 124 at Page 35 and amended in Beaufort County Deed Book 168 at Page 54, Deed Book 206 at Page 560, and in Deed Book 211 at Page 1561, and others;

WHEREAS, in said documents the said SEA PINES PLANTATION COMPANY, reserved the right to add additional restrictive covenants or to modify the said above Covenants; and

WHEREAS, it is now the intention of SEA PINES PLANTATION COMPANY to modify the said Restrictive Covenants in respect to those properties to which the above referred to Class B Covenants for Multi-family residential areas shall be made effective; and

WHEREAS, Paragraph Twenty-One (21) of the above referred to Covenants contains certain restrictive measures concerning the removal of trees measuring six (6) inches or more in diameter; and

WHEREAS, it is the intention of this document to change in certain particulars the above referred to Paragraph Twenty-One (21); and

WHEREAS, The Board of Directors of SEA PINES PLANTATION COMPANY, in a meeting held on the 2nd day of August, 1974, adopted a resolution authorizing officers of said Corporation to make and execute this amendatory document;

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

R 1356 RV-2

NOW, THEREFORE, SEA PINES PLANTATION COMPANY, hereafter referred to as "Company" does hereby declare that the provisions contained in Paragraph Twenty-One (21) of the above described Class B Covenants of July 9, 1964, as amended, to be limited by modifying and amending said provision to read after amendments as follows:

"21. No large tree measuring three (3) inches or more in diameter at ground level may be removed without the written approval of the Company."

All other provisions contained in the Restrictive Covenants above described are hereby reaffirmed except as may be changed, modified or amended or added to herein.

Dated this 16th day of September, 1974.

WITNESSES:

Patricia Starling

Barbara T. Richardson

SEA PINES PLANTATION COMPANY (SEAL)

By: H. Richard Werth

Attest: Ann F. Bibb

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Patricia Starling, who, on oath, says that she saw the within named SEA PINES PLANTATION COMPANY by H. Richard Werth, its (Vice) President, sign the within document, and Ann F. Bibb, its (Assistant) Secretary attest the same, and the said Corporation, by said officers, seal said document, and, as its act and deed, deliver the same, and that she with Barbara T. Richardson witnessed the execution thereof.

Patricia Starling
Witness

SWORN to before me this 16th day of September, 1974.

Barbara T. Richardson (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/25/84

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

FILED AT 10:45 O'CLOCK A M — BEAUFORT COUNTY S. C. — SEP 23 1974 — RECORDED IN BOOK 223 PAGE 2048 — H2N
By Anita S. Kettles
CLERK OF COURT OF COMMON PLEAS

1356 RV.2

223/2050

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LIMITATION OF APPLICATION OF CLASS "A" RESTRICTIVE COVENANTS DATED APRIL 1, 1970, APPLICABLE TO LIGHTHOUSE BEACH COMPANY

WHEREAS, LIGHTHOUSE BEACH COMPANY, a limited partnership organized and existing under the laws of South Carolina, promulgated Restrictive Covenants known as "Class A Townhouse Covenants, April 1, 1970;" and

WHEREAS, the above referred to Covenants were recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 172 at Page 317 as amended in Deed Book 195 at Page 107; and

WHEREAS, in said document the said LIGHTHOUSE BEACH COMPANY reserved the right to modify the said restrictive covenants; and

WHEREAS, it is now the intention of LIGHTHOUSE BEACH COMPANY to modify said Restrictive Covenants, or to limit the application of the above referred to Restrictive Covenants in respect to those properties to which the above referred to Class A Townhouse Covenants shall be made effective; and

WHEREAS, Paragraph Nineteen (19) of the above referred to Covenants contains certain restrictive measures concerning the removal of trees measuring six (6) inches or more in diameter; and

WHEREAS, it is the intention of this document to change in certain particulars the above referred to Paragraph Nineteen (19); and

WHEREAS, LIGHTHOUSE BEACH COMPANY by Sea Pines Management Company, Inc., a partner, in a meeting held on the 2nd day of August, 1974, the Board of Directors of the said Sea Pines Management Company, Inc. adopted a resolution authorizing officers of said Corporation to make and execute this document:

NOW, THEREFORE, LIGHTHOUSE BEACH COMPANY, INC., hereafter referred to as "Company" does hereby declare that the provisions contained in Paragraph Nineteen (19) of the above referred to Class A Townhouse Covenants of April 1,

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

1970, to be modified by amending said provision to read after modification as follows:

"19. No large trees measuring three (3) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the Company."

All other provisions contained in the Restrictive Covenants above described are hereby reaffirmed except as may be changed, modified or amended or added to herein.

Dated this 16th day of September, 1974.

WITNESSES:

Patricia Starling

Barbara T Richardson

LIGHTHOUSE BEACH COMPANY
By: SEA PINES MANAGEMENT CO., INC., Partner

By: H Richard Werth

Attest: Ann F Bibb

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Patricia Starling, who, on oath, says that s he saw the within named LIGHTHOUSE BEACH COMPANY, by its Partner SEA PINES MANAGEMENT CO., INC., by H. Richard Werth its (Vice) President, and Ann F. Bibb, its (Assistant) Secretary) attest the same, and the said Corporation, by said officers, seal said document, and, as its act and deed, deliver the same, and that s he with Barbara T. Richardson witnessed the execution thereof.

Patricia Starling
Witness

SWORN to before me this 16th day of September, 1974.

Barbara T Richardson (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/25/84

FILED AT 10:45 CLOCK A M
BEAUFORT COUNTY S. C.
SEP 23 1974
RECORDED IN BOOK 223 PAGE 2050
Doris Anita H. Sellers
CLERK OF COURT OF COMMON PLEAS

HCN

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

STATE OF SOUTH CAROLINA)
) LIMITATION OF APPLICATION OF CLASS "B" RESTRICTIVE COVENANTS DATED APRIL 1, 1970, APPLICABLE TO LIGHTHOUSE BEACH COMPANY
COUNTY OF BEAUFORT)

WHEREAS, on April 1, 1970, LIGHTHOUSE BEACH COMPANY, a limited partnership organized and existing under the laws of South Carolina, promulgated Restrictive Covenants known as "Class B Multi-Family Covenants, April 1, 1970;" and

WHEREAS, the above referred to Covenants were recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 172 at Page 316, as amended in Deed Book 195 at Page 103; and

WHEREAS, in said document the said LIGHTHOUSE BEACH COMPANY, reserved the right to add additional restrictive covenants or to modify the said above Covenants; and

WHEREAS, it is now the intention of LIGHTHOUSE BEACH COMPANY to modify the said Restrictive Covenants in respect to those properties to which the above referred to Class B Convenants for Multi-family residential areas shall be made effective; and

WHEREAS, Paragraph Eighteen (18) of the above referred to Covenants contains certain restrictive measures concerning the removal of trees measuring six (6) inches or more in diameter; and

WHEREAS, it is the intention of this document to change in certain particulars the above referred to Paragraph Eighteen (18); and

WHEREAS, LIGHTHOUSE BEACH COMPANY by Sea Pines Management Company, Inc., a partner, in a meeting held on the 2nd day of August, 1974, the Board of Directors of the said Sea Pines Management Company, Inc. adopted a resolution authorizing officers of said Corporation to make and execute this document;

LAW OFFICES OF
DOWLING, DOWLING,
SANDERS & DUKES, P.A.
BEAUFORT, S. C.

B-1356 RV-2

NOW, THEREFORE, LIGHTHOUSE BEACH COMPANY, hereafter referred to as "Company" does hereby declare that the provisions contained in Paragraph Eighteen (18) of the above described Class B Covenants of April 1, 1970, to be limited by modifying said provision to read after amendments as follows:

"18. No large tree measuring three (3) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the Company.

All other provisions contained in the Restrictive Covenants above described are hereby reaffirmed except as may be changed, modified or amended or added to herein.

Dated this 16th day of September, 1974.

WITNESSES:

Patricia Starling

Barbara T. Richardson

LIGHTHOUSE BEACH COMPANY (SEAL)
BY: SEA PINES MANAGEMENT CO., INC., Partner

By: H. Richard Werth

Attest: Ann F. Bibb

STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

PROBATE

PERSONALLY appeared before me Patricia Starling, who, on oath, says that she saw the within named LIGHTHOUSE BEACH COMPANY by its Partner, SEA PINES MANAGEMENT CO., INC., and by duly authorized officers of same, H. Richard Werth, its (Vice)President, and Ann F. Bibb its (Assistant) Secretary attest the same, and the said Corporation by said officers seal said document, and, as its, act and deed, deliver the same, and that she with Barbara T. Richardson witnessed the execution thereof.

SWORN to before me this 16th day of September, 1974.

Patricia Starling
Witness

Barbara T. Richardson (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/25/84

H2N

FILED AT 10:45 O'CLOCK A M | BEAUFORT COUNTY S. C. | SEP 23 1974 | RECORDED IN BOOK 223 PAGE 2053
Deputy Anita S. Nettles
CLERK OF COURT OF COMMON PLEAS

LAW OFFICES OF
DOWLING, DOWLING, SANDERS & DUKES, P.A.
BEAUFORT, S. C.

1356 RV.2

284/472

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT AND ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY - CLASS "A" COVENANTS, APRIL 1, 1970.

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, in the County and State aforesaid; and

WHEREAS, Sea Pines Plantation Company has heretofore executed Covenants, Restrictions, and Affirmative Obligations applicable to all Class "A" Residential areas within Sea Pines Plantation, said Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46; and

WHEREAS, Sea Pines Plantation Company reserved the right, in said Class "A" Covenants to modify or add to said restrictive covenants;

NOW THEREFORE, Sea Pines Plantation Company does hereby amend the Class "A" Covenants, April 1, 1970, for Residential Areas which are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 173 at Page 46 by striking and deleting paragraph 1 of Part II - Special Restrictions Affecting Beach Residential Areas, paragraph 1 of Part III - Special Restrictions Affecting Golf Fairway Residential Areas; and paragraph 1 of Part IV - Special Restrictions Affecting All Waterfront and Woodland Areas and replacing in lieu thereof the following:

TAB

In order to provide a community fund for private road maintenance, roadside landscaping, insect control, security and other community services ("Community Services") for Sea Pines Plantation, each Owner shall pay to the Company or its authorized agent, an annual Community Services assessment of One Hundred Eighty ($180.00) Dollars per each dwelling unit and One Hundred Ten ($110.00) Dollars per each unimproved lot, said sum to be placed in an account and to be used exclusively for the purposes herein above noted. Each unimproved lot assessment shall increase to the then prevailing assessment, as determined in accordance with the provisions herein, for dwelling units at such time as a dwelling unit is started on the lot (i.e., groundbreaking) and such assessment shall be prorated between the unimproved property assessment and the improved property assessment for that calendar year.

The Company assumes the obligation of furnishing Community Services in Sea Pines Plantation only to the extent that the costs of such services can be defrayed by the proceeds from the aforesaid Community Services assessment.

In determining the amount of the annual Community Services assessment for any current year, the Company may, in its discretion, set an amount different from the immediately preceding year's annual Community Services assessment by as much as the percentage of change in the Consumer Price Index All Items-All Groups (1967 = 100) in the immediately preceding calendar year. The maximum amount of each change in annual assessments shall be determined by multiplying the previous year's annual assessment by the percentage change in the Consumer Price Index.

The "Amendment And Additional Declaration Of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands Of The Sea Pines Plantation Company - Class "A" Covenants, April 1, 1970" as contained herein is applicable only to property within Sea Pines Plantation in which the deed of conveyance and/or the contract of sale make specific reference to said Amendment and/or to those persons or other entities who have purchased property within Sea Pines Plantation prior to said Amendment and who consent to the provisions contained herein.

TAB

In all other respects the terms of the Class "A" Covenants shall remain unchanged.

DATED this 27th day of September, 1974.

Witness:

Lucy M. Wingard

Thomas A. Beard

SEA PINES PLANTATION COMPANY

By: Joseph B. Fraser, Jr.
Its President

Attest: Charles A. Scarminach
Its Assistant Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Thomas A. Beard who, being duly sworn, deposes and says that he saw SEA PINES PLANTATION COMPANY, by Joseph B. Fraser, Jr. its President and Charles A. Scarminach its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that he with Lucy M. Wingard witnessed the execution thereof.

Thomas A. Beard

Sworn to before me this
27th day of September, 1974.

Lucy M. Wingard (Seal)
Notary Public for South Carolina
My Commission Expires April 25, 1982

FILED
AT
5:30
OCT 7 1974
Marian H. Fowler
CLERK OF COURT OF COMMON PLEAS

TAB

224/475

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY - CLASS "B" COVENANTS, FOR MULTI-FAMILY RESIDENTIAL AREAS

Sea Pines Plantation Company does hereby amend the "Additional Declaration of Rights, Restrictions, Conditions, Etc. Which Constitute Covenants Running With Certain Lands Of The Sea Pines Plantation Company" - Class "B" Covenants for multi-family residences, January 31, 1973, which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 206 at Page 560 (the "Additional Declaration") by striking and deleting from such Additional Declaration provisions ONE and TWO and replacing in lieu thereof the following:

In order to provide a community fund for private road maintenance, roadside landscaping, insect control, security and other community services ("Community Services") for Sea Pines Plantation, each owner of a Dwelling Unit shall pay to the Company or its authorized agent, an annual Community Services assessment of One Hundred Eighty ($180.00) Dollars per each dwelling unit, said sum to be placed in an account and to be used exclusively for the purposes herein above noted. For purposes of this paragraph, the term "Dwelling Unit" shall include any apartment, villa, townhouse, condominium, or other similar residence located in Sea Pines Plantation.

The Company assumes the obligation of furnishing Community Services in Sea Pines Plantation only to the extent that the costs of such services can be defrayed by the proceeds from the aforesaid Community Services assessment.

In determining the amount of the annual Community Services assessment for any current year, the Company may, in its discretion, set an amount different from the immediately preceding year's annual Community Services assessment by as much as the percentage of change in the Consumer Price Index All Items-All Groups (1967 = 100) in the immediately preceding calendar year. The maximum amount of each change in annual assessments shall be determined by multiplying the previous year's annual assessment by the percentage change in the Consumer Price Index.

TAB

The "Amendment And Additional Declaration Of Rights, Restrictions, Conditions, Etc. Which Constitute Covenants Running With Certain Lands Of The Sea Pines Plantation Company" - Class "B" Covenants for multi-family residences, January 31, 1973 as contained herein is applicable only to property within Sea Pines Plantation in which the deed of conveyance and/or the contract of sale make specific reference to said Amendment and/or to those persons or other entities who have purchased property within Sea Pines Plantation prior to said Amendment and who consent to the provisions contained herein. In all other respects the terms of the Class "B" Covenants, Additional Declaration, and amendments thereto shall remain unchanged.

Witness:

Lucy M. Hingard

Thomas A. Beard

SEA PINES PLANTATION COMPANY

By: Joseph B. Fraser
Its President

Attest: Charles A. Fraser
Its Assistant Secretary

DATED this the 27th day of ~~July~~ September, 1974.

TAB

P 477

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Thomas A. Beard who, being duly sworn, deposes and says that ~~(s)~~he saw SEA PINES PLANTATION COMPANY, by Joseph B. Fraser, Jr. its President and Charles A. Scarminach its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that ~~(s)~~he with Lucy M Wingard witnessed the execution thereof.

Thomas A. Beard

Sworn to before me this
27th day of September, 1974.

Lucy M Wingard (Seal)
Notary Public for South Carolina

My Commission Expires April 25, 1982

SPCO

FILED AT 8:30 O'CLOCK A M
BEAUFORT COUNTY S. C.
OCT 7 1974
RECORDED IN BOOK 1 PAGE 475
Marian W. Fender
CLERK OF COURT OF COMMON PLEAS
D.C.

THB

478

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY-PATIO HOMESITE COVENANTS OF DECEMBER 3, 1970

Sea Pines Plantation Company does hereby amend the "Additional Declaration of Rights, Restrictions, Conditions, Etc. which Constitute Covenants Running With Certain Lands Of The Sea Pines Plantation Company - Patio Homesite Covenants of December 3, 1970" which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 179 at Page 239, (the Patio Homesite Covenants) by striking and deleting from the Patio Homesite Covenants provision ONE and replacing in lieu thereof the following:

> In order to provide a community fund for private road maintenance, roadside landscaping, insect control, security and other community services ("Community Services") for Sea Pines Plantation, each Owner shall pay to the Company or its authorized agent, an annual Community Services assessment of One Hundred Eighty ($180.00) Dollars per each dwelling unit and One Hundred Ten ($110.00) Dollars per each unimproved lot, said sum to be placed in an account and to be used exclusively for the purposes herein above noted. Each unimproved lot assessment shall increase to the then prevailing assessment, as determined in accordance with the provisions herein, for dwelling units at such time as a dwelling unit is started on the lot (i.e., groundbreaking) and such assessment shall be prorated between the unimproved property assessment and the improved property assessment for that calendar year.
>
> The Company assumes the obligation of furnishing Community Services in Sea Pines Plantation only to the extent that the costs of such services can be defrayed by the proceeds from the aforesaid Community Services assessment.
>
> In determining the amount of the annual Community Services assessment for any current year, the Company may, in its discretion, set an amount different from the immediately preceding year's annual Community Services assessment by as much as the percentage of change in the Consumer Price Index All Items-All Groups (1967 = 100) in the immediately preceding calendar year. The maximum amount of each change in annual assessments shall be determined by multiplying the previous year's annual assessment by the percentage change in the Consumer Price Index.

TAB

FILED
1356 RV-2

The "Amendment To Additional Declaration Of Rights, Restrictions, Conditions, Etc. Which Constitute Covenants Running With Certain Lands Of The Sea Pines Plantation Company-Patio Homesite Covenants of December 3, 1970" as contained herein is applicable only to property within Sea Pines Plantation in which the deed of conveyance and/or the contract of sale make specific reference to said Amendment and/or to those persons or other entities who have purchased property within Sea Pines Plantation prior to said Amendment and who consent to the provisions contained herein. In all other respects the terms of the Patio Homesite Covenants shall remain unchanged.

DATED this 27th day of ~~July~~ September, 1974.

Witness:

Lucy M. Hingard

Thomas A. Beard

SEA PINES PLANTATION COMPANY

By: Joseph C. Thomas Jr.
Its President

Attest: Charles E. Cunningham
Its Assistant Secretary

TAB

1356 RV.2

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Thomas A. Beard who, being duly sworn, deposes and says that ~~(s)~~he saw SEA PINES PLANTATION COMPANY, by Joseph B. Fraser, Jr. its President and Charles A. Scarminach its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that ~~(s)~~he with Lucy M. Wingard witnessed the execution thereof.

Thomas A. Beard

Sworn to before me this
27th day of September, 1974.

Lucy M. Wingard (Seal)
Notary Public for South Carolina
My Commission Expires April 25, 1982

8800

FILED AT 8:30 O'CLOCK A M
BEAUFORT COUNTY S. C.
OCT 7 1974
RECORDED IN BOOK 254 PAGE 478
Marian N. Zeigler
CLERK OF COURT OF COMMON PLEAS
D.C.

TAB

1356 RV.2

1010

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY - CLASS "B" COVENANTS, OCTOBER 22, 1969, FOR MULTI-FAMILY RESIDENCES

Sea Pines Plantation Company does hereby amend the "Additional Declaration of Rights, Restrictions, Conditions, Etc. Which Constitute Covenants Running with Certain Lands of the Sea Pines Plantation Company - Class "B" Covenants, October 22, 1969, for Multi-Family Residences" which is recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 168 at page 54, (the "Additional Declaration") by striking and deleting from the Additional Declaration provision TWO. Sea Pines Plantation Company does hereby waive and release its rights under provision TWO as the same apply to property heretofore conveyed subject to the Additional Declaration. In all other respects the terms of the Additional Declaration shall remain unchanged.

This 17th day of October, 1974.

Witness:

Nancy A. Chiles

Barbara T. Richardson

Sea Pines Plantation Company

By: J. B. Fraser Jr
Its President

Attest:
Its Assistant Secretary

CERTIFIED A TRUE COPY
Jennifer Harriett, Clerk
FLOYD H. DALTON
Register of Mesne Conveyance

135 RV-2

1011

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Nanct A. Chiles who, being duly sworn, deposes and says that (s)he saw SEA PINES PLANTATION COMPANY, by Joseph B. Fraser, Jr. its President and Ann F. Bibb its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that (s)he with Barbara T. Richardson witnessed the execution thereof.

Nancy A. Chiles

Sworn to before me this 17th day of October, 1974.

Barbara T. Richardson (SEAL)
Notary Public for South Carolina
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires July 25, 1984

SPP Co.

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
11:30 O'CLOCK A M	OCT 17 1974	234 PAGE 1010

Dep. Anita S. Mettee
CLERK OF COURT OF COMMON PLEAS

1036

2ND Copy

DECLARATION OF COVENANTS AND RESTRICTIONS

BY SEA PINES PLANTATION COMPANY, INC.

THIS DECLARATION, made this 7th day of September, 1974, by Sea Pines Plantation Company, Inc., a South Carolina Corporation, hereinafter called "Company".

W I T N E S S E T H:

WHEREAS, Company is the owner of certain real property described in Article II of this Declaration and has created a planned community known as Sea Pines Plantation with certain facilities, amenities and services for the use and benefit of property owners within such community and for the use and benefit of the Company, its guests, invitees, licensees, successors, and assigns; and

WHEREAS, the Company desires to provide for the preservation of the values and amenities in Sea Pines Plantation, and for the maintenance and improvement of certain properties and facilities in Sea Pines Plantation; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made, to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every person provided for herein

and the Company, its guests, invitees, licensees, successors, and assigns;

NOW THEREFORE, Sea Pines Plantation Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the real property described in Article II hereof, together with such additions as may hereafter be made, and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS:

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(A) The "Company" shall mean Sea Pines Plantation Company, Inc., its successors and assigns, and Sea Pines Company, its subsidiaries, joint-venture partnerships and partnerships having an interest in any part of the Properties.

(B) The "Properties" shall mean and refer to the existing property described in Article II hereof, and additions thereto, as are subjected to this Declaration by any supplemental

declaration. Said existing Properties are more particularly described by a map of Sea Pines Plantation filed with the Association of Sea Pines Plantation Property Owners, Inc. which shall serve as a guide for determining the areas subject to these covenants until the designated areas are platted and filed for record in the Office of the Clerk of Court of Beaufort County, South Carolina. Plats currently available will be filed with these Covenants.

(C) "Participating Property Owners" shall be all those owners of Residential lots, and Family Dwelling Units, except the Company, who execute that certain Agreement, known as the "Advisory Group Agreement", and all owners of Residential lots and Family Dwelling Units who purchase property in Sea Pines Plantation which is subject to the payment of the same or greater dollar amount of the assessments provided for herein.

(D) "Residential Lot" shall mean any unimproved parcel of land located within Sea Pines Plantation which is intended for use as a site for a single family detached dwelling, townhouse, or patio dwelling as shown upon any recorded final subdivision map of any part of Sea Pines Plantation. A parcel of land shall be deemed to be unimproved until construction is started (groundbreaking).

(E) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including any single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit,

or apartment unit located within Sea Pines Plantation.

(F) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court of Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot or Family Dwelling Unit, situated within Sea Pines Plantation, other than the Company, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, or holder of a security deed, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a period of one year; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, a long-term contract of sale covering any lot or parcel of land within Sea Pines Plantation, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(G) "Intended for use" shall mean the use intended for various parcels, other than the Properties made subject

to these Covenants, within Sea Pines Plantation as designated on the Master Plans for the Sea Pines Plantation prepared by the Company as the same may be revised from time to time, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(H) "Affiliate" shall mean any corporation more than 50% of the voting stock of which is owned or controlled by the Company and any partnership or joint venture in which the Company has more than a 50% equity interest or an interest in 50% or more of the cash flow from said partnership or joint venture.

(I) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan of the Company for the development of Sea Pines Plantation. Since the concept of the future development of Sea Pines Plantation, other than the Properties made subject to these Covenants, is subject to continuing revision and change by the Company, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(J) "Referendum" shall mean and refer to the power of the Participating Property Owners to vote by mailed ballots on certain actions including, without limitation, whether the Participating Property Owners shall accept any offer by the Company to convey to them as a group, or to a Trustee, appointed by a court of competent jurisdiction, any Properties. In the event seventy five (75%) percent of the votes actually returned

to the Company or other properly appointed authority within the specified time shall be in favor of such actions, the action voted upon will be deemed to have been authorized by the Participating Property Owners; and will become effective as an amendment to these Covenants if approved by the Company. A referendum may be called by the Company or shall be called upon the written petition of at least ten percent (10%) of the Participating Property Owners. When a referendum is called, it shall be conducted by the Company with the assistance of the Participating Property Owners according to the following rules which may be modified or supplemented by the Company and the Sea Pines Plantation Property Owner Advisory Board:

(1) Notice of the referendum together with ballots shall be mailed to the Participating Property Owners within sixty (60) days after the call.

(2) The Participating Property Owners shall have not less than thirty (30) nor more than sixty (60) days from the date of mailing to return their ballots.

(3) A Participating Property Owner shall have one vote regardless of the number of Residential Lots and Family Dwelling Units owned. Joint owners of property shall only have one vote.

(K) "Business Land" shall mean property on which the following kinds of facilities have been or shall be constructed, but shall not include land adjacent or contiguous to any such buildings: (1) restaurant and/or bar facilities; (2) warehouse and storage facilities; (3) offices; (4) commercial buildings,

including but not limited to retail shops, hotels, motels, inns, banks, theaters, lounges, but excluding family dwelling units; (5) stable buildings; (6) recreation clubhouses; and (7) tennis courts.

(L) "Sea Pines Plantation" shall mean all the real property with improvements thereon described in Exhibit A.

ARTICLE II

EXISTING PROPERTIES. The existing Properties consists of those tracts or parcels of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, which are shown on a map filed with the Association of Sea Pines Plantation Property Owners, Inc. which shall serve as a guide for determining the areas subject to these Covenants until the designated areas are platted and filed for record in the office of the Clerk of Court of Beaufort County, South Carolina. Plats currently available will be filed with these Covenants. (See Exhibit B hereto.)

Said Properties shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens set forth below.

A. The use to which existing Properties shall be devoted and the acreage contained within each category of use are:

(1) Roads, Drains and Parking

The term "Drain", when used herein shall mean and refer to any natural or artificial channel, pipe, culvert, trench, or any hollow or open place in the ground located in Sea Pines Plantation designed and intended for the collection and dispersion of water. The term drain shall include, but not be limited to ditches, lagoons, watercourses, waterways, streams or brooks.

The term "Road", when used herein shall mean and refer to any overland passageway of every character within Sea Pines Plantation. The term road shall include, but not be limited to any passageway for vehicles, persons and animals such as a highway, route, bicycle path, bridge, street, nature trails or any improved or unimproved path right of way for the passage of persons or vehicles.

The term "Parking", when used herein shall mean and refer to any area within Sea Pines Plantation capable of being and intended to be used for the parking of any vehicle, including bicycles.

Not less than 357 acres of land within Sea Pines Plantation shall be designated for use as roads, drains, and parking.

(2) Utility Easements

"Utility Easements" when used herein shall mean and refer to the rights over, on, under and through land the Company has reserved or others have acquired for the purpose of constructing, maintaining, repairing and utilizing instrumentalities in the furnishing and supplying to owners of property in Sea

Pines Plantation and near-by areas of electricity, water, means of communication, sewer services, fuels for heating and cooking, CATV or other similar services customarily supplied by governmental bodies and public utility companies.

Not less than 36 acres of land within Sea Pines Plantation shall be designated for use as utility easements.

(3) Community Services

"Community Services" when used herein shall mean land used for education facilities, fire stations and/or community service maintenance facilities.

Not less than 15 acres of land within Sea Pines Plantation shall be designated for use as "Community Services" land.

(4) Parks and Recreation

The terms "Parks and Recreation", when used herein shall mean and refer to any piece of ground set aside and maintained within Sea Pines Plantation for the purpose of ornament, pleasure, exercise, amusement, entertainment or recreation.

Not less than 43 acres of land within Sea Pines Plantation shall be designated for use as parks and recreation.

(5) Walkways and Breezeways

The terms "Breezeways and Walkways" when used herein shall mean and refer to any passageway designed for walking or the passage of air and the breezes within Sea Pines Plantation. This term shall include, but not be limited to paths, routes, channels, entrances or exits, crosswalks or greenbelts.

Not less than 19 acres of land within Sea Pines Plantation shall be designated for use as walkways and breezeways.

(6) Beach Trust Property

Beach Trust Property shall consist of the land located between the front property lines of any ocean front residential lots in Sea Pines Plantation and the Atlantic Ocean. Those areas designated on recorded plats as Beach Trust Property shall remain in an undeveloped condition, free of homes and structures subject to the rights and conditions noted herein.

Not less than 166 acres of land within Sea Pines Plantation shall be designated for use as Beach Trust Property.

(7) Conservancy and Open Space

"Conservancy and Open Space" as used herein shall mean lands covered by natural vegetation or water, including lakes, lagoons and areas built up by spoil operations. Those areas designated on recorded plats as Conservancy and Open Space areas shall remain in an undeveloped condition, free of homes and commercial structures, and managed in a way designed to preserve a balanced wildlife population consistent with sound conservation practices subject only to the exceptions noted herein. Conservancy and open space areas may include, but shall not be limited to agricultural, horticultural and horse stable areas provided such areas are well planted in trees and shrubs together with pasture and farm land and which can attract birds and provide grazing, for horses, cows, etc.

Not less than 1292 acres of land within Sea Pines Plantation shall be designated for use as conservancy and open space.

Included in the 1292 acres of conservancy and open

space areas are 576 acres more or less which have been previously designated as the Sea Pines Forest Preserve. Nothing contained herein is intended to modify or amend in any way any provisions of the Sea Pines Forest Preserve Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Book 175 at Page 113, which shall remain in full force and effect.

(8) Wetland Conservancy Areas

Wetland conservancy areas shall consist of marshland areas below mean high water level. Although there is uncertainty as to whether the Company or the State of South Carolina has title to these areas, all right and interest of the Company in said areas shall be subject to the rights and restrictions contained herein. Those areas designated on recorded plats as wetland conservancy areas shall remain in an undeveloped condition subject only to the exception noted herein.

Not less than 341 acres of land within Sea Pines Plantation shall be designated for use as Wetland Conservancy areas.

B. Rights and Powers of the Company

The Properties described above are restricted to the uses set forth above subject to the following rights and powers of the Company:

(1) The Company, its successors or assigns, shall have the right to plant trees, plants and shrubs; to provide and insure adequate drainage ways, canals or lagoons; to cut firebreaks; and to utilize controlled burning to prevent build-

up of excessive ground "fuel" and underbrush contributing to severe damage from uncontrolled forest fires.

(2) It is expressly understood and agreed that no residential or commercial structures, either temporary or permanent, shall be erected or caused to be placed on any designated areas described on a recorded plat other than structures in the nature of interpretive centers, observation platforms, comfort stations, and other facilities necessary or appropriate to aid in environmental protection and environmental education.

(3) Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company, its successors or assigns to erect wildlife feeding stations, to plant patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through designated areas for the purpose of permitting observation and study of wildlife, hiking, horseback riding and biking.

(4) The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, CATV, gas, sewer, water or other public conveniences or utilities on, in or over the lands in the designated areas, provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order

to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company, its successors or assigns reserves the right on the lands in the designated areas to locate wells, pumping station tanks, pollution-control devices, sewage disposal devices, sewage, water, gas and other utility lines and such other facilities as will improve general environmental and the health conditions on Hilton Head Island. Such rights may be exercised by any licensee of the Company.

(5) Minor changes in the boundaries of the various categories of designated areas may be made from time to time as may appear necessary and appropriate to the Company. For purposes of this Declaration, "minor changes" shall be any change or series of changes which do not reduce the total acreage of land in any use category by more than one per cent (1%). The Company reserves the right to relocate areas designated as Roads, Drains, Parking, Utility Easements, Walkways and Breezeways, provided that such relocation does not reduce the total acreage for each designated area specified in this Article.

(6) This Declaration does in no way grant to the general public the right to enter such designated areas.

(7) The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of

said designated areas, in a manner not inconsistent with the provisions of this Declaration.

(8) Where the Company is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property, entering the property and taking such action shall not be deemed a breach of these Covenants.

C. Other Covenants of the Company

(1) The golf course lands in Sea Pines Plantation known as the Ocean, Sea Marsh, Harbour Town and Club courses shall remain Open Space, and, in the event that the Company, its successors or assigns, shall seek to convert any of said property from golf courses to other forms of open space, the golf course or courses affected shall first be offered for sale to the Participating Property Owners for use as a golf course or courses. Golf course lands will be surveyed, and upon completion, the Company shall file plats thereof with the Clerk of Court, Beaufort County, South Carolina, as an exhibit to these covenants, provided, however, the Company may make minor changes in golf course land. For purposes of this Declaration, minor changes shall be any change that does not reduce the total acreage of golf course land by more than one per cent (1%).

(2) The Company will limit the total number of villas, condominium units, townhouse units, cooperative apartment units, or apartment units in Sea Pines Plantation, to Two Thousand, One Hundred (2,100).

(3) The Company will limit the number of construction starts (i.e., groundbreakings) of villas, condominium units, townhouse units, cooperative apartment units in Sea Pines Plantation to not more than Two Hundred and Fifty (250) such units per year.

(4) The Company will limit the total number of family Dwelling Ynits in Sea Pines Plantation to a maximum of Five Thousand, Eight Hundred and Ninety (5,890), which shall result, approximately, in an overall density of somewhat more than 1.2 dwelling units per gross acre.

(5) The Company will limit Business Land in Sea Pines Plantation to One Hundred and Five (105) acres.

(6) The Company will limit the maximum height of all future buildings in Sea Pines Plantation, to five (5) stories, measured from outside finished grade, but in no event to exceed sixty two (62) feet from outside finished grade.

(7) The Company will appoint at least one (1) Participating Property Owner, residing in Sea Pines Plantation, who is not an employee of the Company, and who is selected by the Association of Sea Pines Property Owners, Inc., to the Sea Pines Plantation Company Architectural Review Board.

(8) The Sea Pines Club course shall continue to be a private golf course for the exclusive use of owners of property within Sea Pines Plantation who are members of the Sea Pines Club and their guests. Members of the Sea Pines Club shall have the right to play golf on the Ocean, Sea Marsh and Harbour Town golf courses on an annual greens fee basis, at rates negotiated

by the Company and a golf advisory committee elected from the members of the Sea Pines Club with the election conducted by Sea Pines Golf Club, Inc., so long as such courses are under the management of the Company as owner or lessee, and, in the event the Company transfers ownership or management of the Ocean, Sea Marsh or Harbour Town courses by sale or lease, the sales contract or lease agreement shall provide for annual greens fee play by such members on such courses and under terms and conditions negotiated by the new management and a golf advisory committee as described herein. In addition, the Company, its successors or assigns, shall, for Participating Property Owners (as herein defined), their successors or assigns hold available for reservation, beginning three (3) days in advance of any requested date of play for foursomes only, the following:

Course	Starting Times
Ocean	3 starting times per hour
Sea Marsh	3 starting times per hour
Harbour Town	2 starting times per hour

The fees to be charged for play by such Participating Property Owners shall be at least five per cent (5%) less than like fees charged to resort guests; provided, however, if such aforesaid reservations are not received more than one day in advance of the requested date of play, the Company, reserves the right to make such starting time available to others.

(9) For a period of one (1) year from the date in which these Covenants are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, the Company shall defray one-third (1/3) of the costs of resurfacing the roads located within Sea Pines Plantation, which were constructed prior to December, 1962; provided, however, that owners of property with direct ingress and egress to such roads shall agree and provide the funds to defray the remaining two-thirds (2/3) of such costs. Roads affected are described on the map filed with the Association of Sea Pines Property Owners, Inc., but are in general, all or part of the following: Belted Kingfisher, Bald Eagle, Cedar Wax Wing, Green Wing Teal, Seaside Sparrow, Marsh Wren, Grey Widgeon, Piping Plover, Black Skimmer, Snowy Egret, Surf Scoter, West Beach Lagoon Drive, South Beach Lagoon Drive, Spotted Sandpiper, Laughing Gull, Oyster Catcher, Wood Ibis, Green Heron, Sandhill Crane, Ruddy Turnstone, Calibogue Cay Road, North Sea Pines Drive, South Beach Lane, Woodbine Place, Lighthouse Road and Baynard Cove Road.

(10) The Company will recognize and meet with, not less than monthly, a representative nine-member Property Owners Advisory Board, elected from among Participating Property Owners, in an election conducted by the Association of Sea Pines Plantation Property Owners, Inc. and the purpose of said Board shall be to advise the Company in matters relating to the Sea Pines Plantation community services such as priorities for expenditures.

(11) The Company agrees to modify its present gate entry policy for Sea Pines Plantation by increasing the gate

entry fee into Sea Pines Plantation for each passenger vehicle from the existing One Dollar ($1.00) fee to Three Dollars ($3.00); provided, however, that the amount of such gate entry fee shall be subject to annual review and modification by the Company. Provided further, that if the Company voluntarily reduces the daily gate entrance fee below One Dollar ($1.00), then the Company agrees to pay into the community services fund each calendar year, for a period of four years commencing in the year of the reduction, an amount equal to the difference between the amount of all gate fees collected during calendar year 1974 (hereinafter referred to as the "base year") and the amount collected during the calendar year following such reduction. If reduction in the daily gate entry fee below One Dollar ($1.00) results from or is caused by a court order, a law suit, or governmental or quasi-governmental action including elections or other similar actions or occurrences not within the reasonable control of the Company, then the Company shall not be required to pay the difference between the gate fees collected during the base year and the fees collected during the calendar year following such reduction. Notwithstanding any provision herein to the contrary, the Company shall not be required to pay said difference during any year in which the daily gate entry fee is One Dollar ($1.00) or more for the entire calendar year.

All gate fees collected by the Company shall be contributed to and used for community services.

ARTICLE III

Community Fund. In order to provide a community fund to maintain, and improve the Properties, provide a fund for pest and insect control, and generally provide a fund for those services important to the maintenance and preservation of an attractive community, and to further maintain the general safety of Sea Pines Plantation, each Participating Property Owner shall pay to the Company, or its authorized agent, beginning with the calendar year 1975, an annual community service assessment as delineated herein:

A. Properties Not Owned by the Company

1. Residential Lots: $110.00 per lot

Property shall be classified for purposes of these Covenants and these Annual Assessments as a Residential Lot when it is platted as a Residential Lot and such plat is recorded in the Office of the Clerk of Court of Beaufort County, South Carolina.

2. Family Dwelling Unit: $180.00 per unit

For purposes of these Covenants and these Annual Assessments, any Participating Property Owner who has constructed a Family Dwelling Unit on two (2) or more contiguous Residential Lots shall be assessed only the Assessment for a Family Dwelling

Unit.

In determining the amount of the annual Community Services assessment for any current year, the Company may, in its discretion, set an amount different from the immediately preceding year's annual Community Services assessment by as much as the percentage of change in the Consumer Price Index All Items - All Groups (1967 = 100) in the immediately preceding calendar year. The maximum amount of each change in annual assessments shall be determined by multiplying the previous year's annual assessment by the percentage change in the Consumer Price Index.

B. Properties owned by the Company, its successors or assigns, including third parties who acquire lands from the Company.

(1) The Company, its successors and assigns, shall contribute annually toward funding community services in Sea Pines Plantation one-half (½) of one per cent (0.5%) of the Adjusted Gross Resort Revenue which it earned during each immediately preceding fiscal year. For purposes of this Declaration, "Resort Revenue" shall mean all revenues and receipts of every kind, which are derived by the Company from the operation of the Hilton Head Inn and the Seascape Villas and the operation of resort facilities in Sea Pines Plantation, less:

(a) Any amounts collected by the Company on behalf of others, including but not limited to, property owners' part

of rental income derived from property located within Sea Pines Plantation and the Seascape Villas, and gratuities and service charges which may be added to said facilities' bills or statements in lieu thereof;

(b) Credits or refunds made by the Company to patrons of said resort facilities;

(c) All amounts and credits received in connection with the operation of said resort facilities by the Company in settlement of claims for damages or claims arising from the ordinary course of trade; and

(d) All taxes directly related to said resort facilities imposed on the Company by any governmental entity.

The term, "resort facilities" as used herein shall include golf courses, tennis courts, rental boats and slips, restaurants and bars, hotels, motels, inns, rental homes and rental condominiums, retail shops and other similar facilities including commercial facilities of all kinds.

"Adjusted Gross Resort Revenues" for purposes of this Agreement shall be resort revenues, as defined above, multiplied by a fraction, the numerator of which shall be one (1), and the denominator of which shall be one (1) plus the percentage increase of the Consumer Price Index, All Items - All Groups (1967 = 100) over the preceding fiscal year (March 1 to February 28).

This provision for a percentage contribution of Adjusted Gross Resort Revenue shall be a covenant running with all lands

in Sea Pines Plantation now owned by Sea Pines Plantation Company which are sold to a third person and used by said third person as Golf Courses, Tennis Courts, Renting Boats and Slips, Restaurants and Bars, Retail stores, Hotels, Motels, Inns or other commercial uses. Any person, partnership or corporation who acquires land in Sea Pines Plantation from the Company for one or more of said uses shall be subject to this Covenant and shall be required to contribute annually toward funding Community Services one-half (½) of one per cent (0.5%) of its Adjusted Gross Resort Revenue as provided above. Provided, however, that if the Company does not have management responsibilities or does not exercise some control over the management, other than the control imposed by the Company's standard commercial covenants, of any facilities described herein which are sold to third party entities, then said third party entities shall be required to contribute annually toward funding Community Services one per cent (1%) of its Adjusted Gross Resort Revenue as provided herein.

If the Participating Property Owner's annual assessment is adjusted in accordance with the provisions of Section A of this Article, the Company's and third party entities' contributions as provided herein shall likewise be adjusted by the same percentage adjustment which is applied to the Participating Property Owner's assessment.

C. Obligations and Rights of the Company

The Company assumes the obligation of furnishing community

services in Sea Pines Plantation only to the extent that the costs of such services can be defrayed jointly by the proceeds from the aforesaid community services assessment paid by Participating Property Owners and third party commercial entities, community services assessments made by non-Participating Property Owners under previously recorded deed restrictions, voluntary Property Owner payments, gate entry fees, and by the Company's contribution provided above.

The Company will have the responsibility for administering the funds required to be paid under these Covenants and managing the Properties until such time as the Company turns such responsibility over to Participating Property Owners or some other entity. The Company will not charge any fees for its management services which shall consist of the services of the Director of Community Services of Sea Pines Plantation Company, the Chief Executive Officer of the Sea Pines Plantation Company, and the overhead associated with their services. So long as the Company administers the funds it will provide a quarterly accounting to the Advisory Board using the accounting practices and forms followed by the Company at no charge. If the Advisory Board so requests the Company will engage Independent Certified Public Accountants selected by the Advisory Board to perform such audit but the expense of such audit shall be paid from the assessments provided for herein.

ARTICLE IV

Date of Commencement and Proration of Annual Assessments

(1) Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence no earlier than January 1, 1975. Each unimproved lot assessment shall increase to the then prevailing assessment for dwelling units at such time as a dwelling unit is started thereon (i.e., groundbreaking) and such assessment shall be prorated between the unimproved property assessment and the improved property assessment for that calendar year. Condominium units shall be assessed as dwelling units at the time of conveyance to the purchaser thereof.

(2) Upon the sale of property by the Company to a third party such purchaser shall only be obligated to pay an assessment [illegible] that portion of the assessment year remaining.

(3) In any instance where assessments, either in whole or in part, are based upon percentages of Gross Revenues, as stated herein, such assessments for the coming year, shall be based upon the revenues produced for the preceding fiscal year, whether for a full year or a fraction of a year.

General Provisions

1. DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Company and the Participating Property Owners, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year-period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, this Agreement can be modified, changed or terminated if such change is approved by the Company and by the Participating Property Owners pursuant to a Referendum.

2. ENFORCEMENT

Enforcement of the Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land; and failure by any Participating Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel

of the right to enforce same thereafter. The Association of Sea Pines Property Owners shall be a proper party and shall have legal standing to institute any legal proceeding at law or in equity to seek enforcement of any covenant herein contained, as the representative of the Participating property Owners.

3. PREVIOUS COVENANTS AND AGREEMENTS

Nothing herein shall be construed so as to modify, diminish or terminate any commitments heretofore made in recorded deed covenants incident to previous land sale contracts, except with respect to the amount and method of payment of the Plantation-wide community services assessment or maintenance and security fee. Nothing contained herein shall prevent the creation or use of Owners Associations for maintenance of facilities or areas within Sea Pines Plantation which are maintained by assessments from Property Owners within limited portions of Sea Pines Plantation and are available for use only by the owners within said limited area.

IN WITNESS WHEREOF, Sea Pines Plantation Company, Inc., has caused this instrument to be executed the day and year first above written, pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

SEA PINES PLANTATION COMPANY, INC.

BY: _____

ATTEST: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Thomas A. Beard who, being duly sworn, deposes and says that (s)he saw SEA PINES PLANTATION COMPANY, INC., by Joseph B. Fraser, Jr. its President and Charles A. Scarminach its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that (s)he with Lucy M. Wingard witnessed the execution thereof.

Thomas A. Beard

Sworn to before me this
7th day of September, 1974.

Lucy M. Wingard (Seal)
Notary Public for South Carolina
My Commission Expires April 25, 1982

EXHIBIT A

GENERAL DESCRIPTION OF THE SEA PINES PLANTATION

The Sea Pines Plantation is considered to consist of all lands on the southern most part of Hilton Head Island within the following generally described boundaries:

The point of beginning is a concrete monument located at the southeast corner of Canvasback subdivision (recorded Book 16 - Page 20), thence running northerly and northwesterly along the existing boundary of said Canvasback subdivision to a point of intersection of North Sea Pines Drive, South Forest Beach Drive and Cordillo Parkway, and to include the Sea Pines Ocean Gate, thence northeasterly along the northern boundary of Cordillo Parkway right-of-way to a point monumented and established as the eastern boundary of the Sea Pines Forest Preserve as recorded (Book 18 - Page 120), thence along the eastern boundary of said Forest Preserve in a northerly and northwesterly direction to a point of intersection with the southern boundary of Greenwood Drive right-of-way, thence easterly along the southern boundary of said right-of-way to and including the Sea Pines Greenwood Gate, thence easterly along the northern boundary of Greenwood Drive right-of-way to a point monumented and established as the northwestern corner of the Sea Pines Center, now referred to as the Market Place, thence northerly along the

western Sea Pines Center property line to a point monumented at the northwest corner of said Center, thence northeasterly to a point monumented and intersecting the western boundary of Palmetto Bay Road right-of-way, thence northwesterly along said right of way to a point of intersection with the south boundary of Point Comfort Road right-of-way, thence westerly along the southern boundary of said right-of-way to a point adjacent to the northwestern corner of lot number twenty one (21) in the Marsh View subdivision (Book 21 - Page 165) then southerly along a line on the eastern banks of a drainage ditch facility and parallel to the existing property lines of lots twenty-one through thirty (21 - 30) of said Marsh View subdivision, to a point intersecting the center of Point Comfort Creek, thence in a general westerly direction along the center of said creek to a point of intersection with Broad Creek, thence southwesterly along the banks of Broad Creek to Calibogue Sound and the Atlantic Ocean, thence in a general easterly direction returning to the point of beginning, including all wetlands and beach trust lands above +3.04 Mean Sea Level, (U.S.C.&G. survey datum 1969). Said area within the generally described boundaries estimated to contain 4500 acres, more or less.

EXHIBIT B

EXISTING OPEN SPACE PLATS FOR SEA PINES PLANTATION
AS OF OCTOBER 8, 1974

TITLE	Plat Book	Page	FILED 10-9-74
Audubon Pond I	23	1	12.652
Audubon Pond II	22	195	18.800
Bateau Road	22	204	1.544
Baynard Creek	22	194	4.130
Baynard Cove II	23	2	12.118
Baynard Cove IV	23	3	8.600
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Club Course I	23	5	1.360
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Club Course Dr. & Ln.	22	198	2.830
Governors Rd. I	23	5	5.153
Governors Rd. II	23	6	7.888
Greenwood Dr. & Ct.	23	4	15.950

FILED AT 4:00 O'CLOCK P.M. BEAUFORT COUNTY S. C. OCT 17 1974 RECORDED IN BOOK 324 PAGE 1036
Dorothy H. Gentry
CLERK OF COURT OF COMMON PLEAS

Page 2
Open Space Plats
October 9, 1974

Filed 10/11/74

TITLE	Plat Book	Page	FILED 10-9-74
Greenwood Forest I & II	23	7	24.035
Greenwood Gate Villas	22	200	2.629
Heritage Woods I	22	203	8.320
Ivy Rd.	22	200	1.635
Live Oak Rd.	23	7	10.665
Magnolia Crescent	23	8	4.939
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Willow Oak Rd. & Ct.	22	194	1.044
Willow Oak Rd. West I	22	192	19.105
Wren Dr.	22	193	4.430

ADDENDUM TO EXHIBIT B - DECLARATION OF COVENANTS AND RESTRICTIONS BY SEA PINES PLANTATION COMPANY, DATED SEPTEMBER 7, 1974, AND RECORDED OCTOBER 17, 1974

ADDITIONAL OPEN SPACE PLATS RECORDED 12-31-74

WHEREAS, the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated the 7th day of September, 1974 was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Book 224 at Page 1036 on October 17, 1974; and

WHEREAS, it was provided in Article II of said Declaration that "Plats currently available will be filed with these covenants. (See Exhibit B hereto)"; and

WHEREAS, the original Exhibit B to said Declaration listed those open space plats recorded with said Declaration; and

WHEREAS, since the recording of the said Declaration and plats, additional open space plats were recorded on December 31, 1974;

NOW, THEREFORE, the following list of open space plats recorded on December 31, 1974 is hereby made an addendum to Exhibit B of said Declaration:

No.	Title	Plat Book	Page	Acres
8	Baynard Oaks II	23	61	1.450
10	Beach Lagoon	23	62	9.840
14	Deer Island	23	63	69.840
17	Deer Run Lane	23	63	2.213
23	Gull Point	23	64	73.615
24	Harbour Town Marsh	23	65	3.697
25	Harbour Town Patio Lots	23	68	2.663
26	Harbour Town Townhouses	23	61	2.853
27	Harleston Green	23	60	3.220
29	Heritage Woods II	23	66	21.047
30	Heritage Woods III	23	64	4.243

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF SEA PINES PLANTATION COMPANY

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located on Hilton Head Island in Beaufort County, South Carolina, and;

WHEREAS, Sea Pines Plantation Company wishes to make covenants applicable to portions of its lands in Beaufort County:

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the covenants contained hereby shall be covenants running with the land and shall apply to lands conveyed in the future by Sea Pines Plantation Company by deeds hereafter made which make reference to this declaration of covenants.

DEFINITIONS

1. Whenever used herein, the term "the Company" shall refer to SEA PINES PLANTATION COMPANY, its successors and assigns.

2. Whenever used herein, the term "Property" or "Properties" shall apply to any property conveyed by the Company and subjected to these covenants by incorporation by reference in the instrument of conveyance.

3. The term "Owner" when used in these covenants and restrictions shall refer to both the original owner, builder and developer of the tract of land as well as any subsequent owner of any portion of the Property.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

1. No building, fence or other structure shall be erected, placed or altered on Property until the proposed building plans, specifications, exterior color or finish, plot plan (showing the

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proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions, which, in its sole and uncontrolled discretion, the Company shall deem sufficient, provided, however, that such approval by the Company shall not be unreasonably withheld. Elements that will be considered by the Company before plans or specifications are approved include, but are not limited to, the following: (a) the ratio of hard surface to natural tree or landscaped surface as reflected in the Master Plan; (b) location of utility lines; (c) the ratio of parking spaces to building capacity; (d) an acceptable plan to provide for the capture and disposition of any surface water run-off on the property; (e) whether any of the proposed improvements to be constructed on the Property exceed the maximum allowable height for such improvements which, without the written consent of the Company, may not exceed five (5) stories or seventy (70) feet above mean sea level. In no event will the Company approve plans and specifications that do not meet, at least, the minimum standards for construction as established by the "Southern Standard Building Code" in effect at the time such approval is requested. No alterations in the exterior appearance of any building or structure shall be made after initial construction without like approval by the Company. Approval shall not be unreasonably withheld and permission shall not be refused to make any addition or modification to any structure on the property so long as the proposed addition or modification is constructed of materials of comparable quality with the existing structures on the property and the design and site plan of said addition or modification is compatible with the existing structures on the property. One (1) copy of all plans and related data, as approved by the Company, shall be furnished the Company for its records and all improvements constructed on the property must be constructed pursuant to such plans and specifi-

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cations with no material variations therefrom unless approved, in writing, by the Company. A variation will be deemed "material" in any case where such variation would not meet minimum standards for construction as established by the "Southern Standard Building Code" in effect at the time a request for approval of plans, as provided for hereinabove, was made.

2. The exterior of any structure on property subject to these covenants must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or building due to strikes, fires, national emergency or natural calamities.

3. It shall be the responsibility of the owner of land subject to these covenants to prevent the development of any unclean, unsightly or unkept conditions at any buildings or on the grounds of said tract of land which conditions would tend to substantially decrease the beauty of Hilton Head Island as a whole or of the specific tract of land subject to these covenants. In the event owner fails to prevent or eliminate any unclean, unsightly or unkempt condition within ten (10) days after written notice from the Company, the Company shall have the right to enter the premises and correct the condition at owner's expense.

4. No noxious or offensive activity shall be carried on upon any Property subject to these covenants, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

5. The Company reserves the right to restrict the size, color, content, and location of any signs to be erected on Property subject to these covenants.

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6. The Property Owner shall provide adequate space for off-street parking.

7. The Property Owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

8. Prior to the construction and use of a commercial structure on any Property, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof, nor shall disposal of sewage by means of septic tank or tanks be permitted on any Property except as approved as a temporary measure by the county sanitary engineer.

9. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use the electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over ten (10) feet along any boundary of such Property; provided further, that the Company may cut drainways for surface water whenever and wherever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, and to maintain reasonable standards of health, safety and appearance.

It further reserves the right to locate wells, pumping stations and tanks within the Property designated for such use on the plat of the Property. Such rights may be exercised by any licensee of the Company but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

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10. No structure of a temporary character shall be placed upon the Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used for any commercial uses or permitted to remain on the lot after completion of construction. Nothing contained in this paragraph shall prohibit the construction of a model apartment on the Property provided such construction is otherwise in accordance with the provisions of these covenants.

11. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on the Property subject to these covenants at any time, either temporarily or permanently, without written approval by the Company.

12. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a permanent structure within a screened area as required in Paragraph 13 herein, or buried underground.

13. The Property Owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

14. No private water wells may be drilled or maintained on the property so long as a water distribution line is available within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal business use by such distribution lines; provided further that such water distribution line must be completed within five (5) days from the date of completion of any permanent structure or a private well may be drilled by the Property Owner.

15. No large trees measuring six (6) inches or more in diameter at a point four (4) feet above ground level may be removed without the written approval of the Company, unless located within ten (10) feet of any permanent structure, driveway, or parking area, or within ten (10) feet of the approved site for such building, driveway, or parking area. The objective of this provision is to insure that the Property has an adequate tree border on each side of such property abutting on a road or street,

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and, further, to insure that no trees are removed from the Property except in those specific instances where failure to remove a tree or trees would substantially impair or prohibit the use of the Property for the purpose approved by the Company. An owner of Property affected by these covenants and restrictions shall be deemed in violation of this provision in each instance of the removal prescribed hereinabove, whether such removal be deliberate or the result of negligence on the part of such owner or his agent or agents.

16. The Property site shall not be subdivided, or its boundaries changed, except with the written consent of the Company, which consent will not be unreasonably withheld. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on a plat of Property sites in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lots suitable and fit as Property sites including, but not limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) per cent from its original size but further provided, that any such lot may be reduced in size to a minimum of one (1) acre whether or not such reduction in size is more than twenty (20) per cent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Property site so created.

17. The occupants of the improvements which are constructed on said Property shall have access to Sea Pines Nature Preserve upon such terms and conditions and ~~at such~~ locations as determined by the Company.

18. In the event the owner desires to sell the tract subject to these covenants, together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bonafide offer has been made for the property, and the said Company shall have thirty (30)

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days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price then the owner of said property shall have the right to sell said property, subject however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

PART II

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS, TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Company and the then Owner of the Property has been recorded, agreeing to change said covenants in whole or in part.

These covenants may be modified at any time if both the Owner of the Property and the Company consent. Such modification will be effective upon its being filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina.

The Company has the right to terminate these covenants at any time. Such termination shall be effective upon its being filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or by any appropriate proceeding at law or

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equity against the land to enforce any lien created by these covenants. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

In addition to the foregoing, SEA PINES PLANTATION COMPANY, its successors or assigns, shall have the right, whenever there shall have been built on any Property any structure which is in violation of these restrictions, to enter upon such property where such violation(s) exist(s), and summarily abate or remove the same at the expense of the owner if, within thirty (30) days after receipt of written notice of such violation(s) it (they) shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY has executed these presents acting by and through its duly authorized officers as of the 16th day of October, 1975.

WITNESSES:

Lucy M. Hingard

Janice L. Simpson

SEA PINES PLANTATION COMPANY

By: _____
Its Vice President

Attest: _____
Its Asst Sec'y

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Lucy M. Wingard and made oath that she saw the within named Del Pines Plantation Company, by James M. Rester, its Vice President and Earl D. Hewlette, Jr., its Assistant Secretary, sign, seal and as its act and deed, deliver the within written instrument, and that she with Janice L. Thompson witnessed the execution thereof.

Lucy M. Wingard

SWORN to before me this 16th day of October, 1975.

Janice L. Thompson
Notary Public for South Carolina
My Commission Expires: Sept. 19, 1983

Hewlette

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
3:00 O'CLOCK P. M	OCT 24 1975	232 PAGE 424

Dep. Anita S. Settles
CLERK OF COURT OF COMMON PLEAS

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 22nd day of September, 1975, by Lighthouse Beach Company, a South Carolina Partnership, hereinafter called "Lighthouse Beach".

W I T N E S S E T H:

WHEREAS, Lighthouse Beach is the owner of certain real property located within the planned community known as Sea Pines Plantation, having certain facilities, amenities and services for the use and benefit of property owners within such community, and for the use and benefit of Lighthouse Beach, its guests, invitees, licensees, successors and assigns; and

WHEREAS, Lighthouse Beach desires to provide for the preservation of the values and amenities in Sea Pines Plantation, and for the maintenance and improvement of certain properties and improvements in Sea Pines Plantation; and to this end, desires to subject the real property described in Appendix I attached hereto and incorporated by reference, together with such additions as may hereafter be made, to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is hereby declared to be for the benefit of said property and each and every person provided for herein; and Lighthouse Beach, its guests, invitees, licensees, successors, and assigns;

NOW, THEREFORE, Lighthouse Beach Company does hereby declare that the covenants contained in the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, dated September 7, 1974, and recorded in Book 224, Page 1036, et seq., in the Office of the Clerk of Court for Beaufort County, South Carolina, which is incorporated herein by reference and attached hereto as Appendix II, shall be covenants running with the land

and shall apply to the real property described in Appendix I hereof, together with such additions as may hereafter be made, and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, assessments, affirmative obligations, charges and liens (hereinafter sometimes referred to as "the covenants").

IN WITNESS WHEREOF, Lighthouse Beach Company has caused this instrument to be executed the day and year first above written.

WITNESS:

LIGHTHOUSE BEACH COMPANY,
BY SEA PINES MANAGEMENT COMPANY, INC.
GENERAL PARTNER

Janice L. Thompson

BY: J. Richard Werth
As Its Vice President

Lucy M. Wingard

ATTEST: Charles A. Fleming
As Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Janice L. Thompson, who being duly sworn, deposes and says that she saw the within named Lighthouse Beach Company, by Sea Pines Management Company, Inc., its General Partner, sign, seal, and as its act and deed deliver the within written instrument, and that she with Lucy M. Wingard witnessed the execution thereof.

Janice L. Thompson

SWORN TO before me this 22nd day of September, 1975.

Lucy M. Wingard (SEAL)
Notary Public, South Carolina
My Commission Expires April 25, 1982

APPENDIX I

GENERAL DESCRIPTION OF THE SEA PINES PLANTATION

The Sea Pines Plantation is considered to consist of all lands on the southern most part of Hilton Head Island within the following generally described boundaries:

The point of beginning is a concrete monument located at the southeast corner of Canvasback subdivision (recorded Book 16 - Page 20), thence running northerly and northwesterly along the existing boundary of said Canvasback subdivision to a point of intersection of North Sea Pines Drive, South Forest Beach Drive and Cordillo Parkway, and to include the Sea Pines Ocean Gate, thence northeasterly along the northern boundary of Cordillo Parkway right-of-way to a point monumented and established as the eastern boundary of the Sea Pines Forest Preserve as recorded (Book 18 - Page 120), thence along the eastern boundary of said Forest Preserve in a northerly and northwesterly direction to a point of intersection with the southern boundary of Greenwood Drive right-of-way, thence easterly along the southern boundary of said right-of-way to and including the Sea Pines Greenwood Gate, thence easterly along the northern boundary of Greenwood Drive right-of-way to a point monumented and established as the northwestern corner of the Sea Pines Center, now referred to as the Market Place, thence northerly along the

western Sea Pines Center property line to a point monumented at the northwest corner of said Center, thence northeasterly to a point monumented and intersecting the western boundary of Palmetto Bay Road right-of-way, thence northwesterly along said right of way to a point of intersection with the south boundary of Point Comfort Road right-of-way, thence westerly along the southern boundary of said right-of-way to a point adjacent to the northwestern corner of lot number twenty one (21) in the Marsh View subdivision (Book 21 - Page 165) then southerly along a line on the eastern banks of a drainage ditch facility and parallel to the existing property lines of lots twenty-one through thirty (21 - 30) of said Marsh View subdivision, to a point intersecting the center of Point Comfort Creek, thence in a general westerly direction along the center of said creek to a point of intersection with Broad Creek, thence southwesterly along the banks of Broad Creek to Calibogue Sound and the Atlantic Ocean, thence in a general easterly direction returning to the point of beginning, including all wetlands and beach trust lands above +3.04 Mean Sea Level, (U.S.C.&G. survey datum 1969). Said area within the generally described boundaries estimated to contain 4500 acres, more or less.

EXISTING OPEN SPACE PLATS FOR SEA PINES PLANTATION
AS OF OCTOBER 8, 1974

TITLE	Plat Book	Page	FILED 10-9-74
Audubon Pond I	23	1	12.652
Audubon Pond II	22	195	18.800
Bateau Road	22	204	1.544
Baynard Creek	22	194	4.130
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Wren Dr.	22	193	4.430

ADDITIONAL OPEN SPACE PLATS RECORDED 12-31-74

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44	Planter's Woods	23	67	15.867
45	Marsh View & 4th Golf Course	23	68	25.480
48	Sea Marsh Golf Course	23	69	10.429
52	South Beach	23	69	7.494
53	Spanish Moss Road	23	67	7.680
58A	Willow Oak Road West II	23	59	4.388
60	Service Area	23	70	8.848

APPENDIX II

DECLARATION OF COVENANTS AND RESTRICTIONS

BY SEA PINES PLANTATION COMPANY, INC.

THIS DECLARATION, made this 7th day of September, 1974, by Sea Pines Plantation Company, Inc., a South Carolina Corporation, hereinafter called "Company".

W I T N E S S E T H:

WHEREAS, Company is the owner of certain real property described in Article II of this Declaration and has created a planned community known as Sea Pines Plantation with certain facilities, amenities and services for the use and benefit of property owners within such community and for the use and benefit of the Company, its guests, invitees, licensees, successors, and assigns; and

WHEREAS, the Company desires to provide for the preservation of the values and amenities in Sea Pines Plantation, and for the maintenance and improvement of certain properties and facilities in Sea Pines Plantation; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made, to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every person provided for herein

and the Company, its guests, invitees, licensees, successors, and assigns;

NOW THEREFORE, Sea Pines Plantation Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the real property described in Article II hereof, together with such additions as may hereafter be made, and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS:

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(A) The "Company" shall mean Sea Pines Plantation Company, Inc., its successors and assigns, and Sea Pines Company, its subsidiaries, joint-venture partnerships and partnerships having an interest in any part of the Properties.

(B) The "Properties" shall mean and refer to the existing property described in Article II hereof, and additions thereto, as are subjected to this Declaration by any supplemental

declaration. Said existing Properties are more particularly described by a map of Sea Pines Plantation filed with the Association of Sea Pines Plantation Property Owners, Inc. which shall serve as a guide for determining the areas subject to these covenants until the designated areas are platted and filed for record in the Office of the Clerk of Court of Beaufort County, South Carolina. Plats currently available will be filed with these Covenants.

(C) "Participating Property Owners" shall be all those owners of Residential lots, and Family Dwelling Units, except the Company, who execute that certain Agreement, known as the "Advisory Group Agreement", and all owners of Residential lots and Family Dwelling Units who purchase property in Sea Pines Plantation which is subject to the payment of the same or greater dollar amount of the assessments provided for herein.

(D) "Residential Lot" shall mean any unimproved parcel of land located within Sea Pines Plantation which is intended for use as a site for a single family detached dwelling, townhouse, or patio dwelling as shown upon any recorded final subdivision map of any part of Sea Pines Plantation. A parcel of land shall be deemed to be unimproved until construction is started (ground-breaking).

(E) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including any single family detached dwelling, patio house, condominium unit, townhouse unit, cooperative apartment unit,

or apartment unit located within Sea Pines Plantation.

(F) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court of Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot or Family Dwelling Unit, situated within Sea Pines Plantation, other than the Company, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, or holder of a security deed, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a period of one year; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, a long-term contract of sale covering any lot or parcel of land within Sea Pines Plantation, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(G) "Intended for use" shall mean the use intended for various parcels, other than the Properties made subject

to these Covenants, within Sea Pines Plantation as designated on the Master Plans for the Sea Pines Plantation prepared by the Company as the same may be revised from time to time, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(H) "Affiliate" shall mean any corporation more than 50% of the voting stock of which is owned or controlled by the Company and any partnership or joint venture in which the Company has more than a 50% equity interest or an interest in 50% or more of the cash flow from said partnership or joint venture.

(I) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan of the Company for the development of Sea Pines Plantation. Since the concept of the future development of Sea Pines Plantation, other than the Properties made subject to these Covenants, is subject to continuing revision and change by the Company, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(J) "Referendum" shall mean and refer to the power of the Participating Property Owners to vote by mailed ballots on certain actions including, without limitation, whether the Participating Property Owners shall accept any offer by the Company to convey to them as a group, or to a Trustee, appointed by a court of competent jurisdiction, any Properties. In the event seventy five (75%) percent of the votes actually returned

to the Company or other properly appointed authority within the specified time shall be in favor of such actions, the action voted upon will be deemed to have been authorized by the Participating Property Owners; and will become effective as an amendment to these Covenants if approved by the Company. A referendum may be called by the Company or shall be called upon the written petition of at least ten percent (10%) of the Participating Property Owners. When a referendum is called, it shall be conducted by the Company with the assistance of the Participating Property Owners according to the following rules which may be modified or supplemented by the Company and the Sea Pines Plantation Property Owner Advisory Board:

(1) Notice of the referendum together with ballots shall be mailed to the Participating Property Owners within sixty (60) days after the call.

(2) The Participating Property Owners shall have not less than thirty (30) nor more than sixty (60) days from the date of mailing to return their ballots.

(3) A Participating Property Owner shall have one vote regardless of the number of Residential Lots and Family Dwelling Units owned. Joint owners of property shall only have one vote.

(K) "Business Land" shall mean property on which the following kinds of facilities have been or shall be constructed, but shall not include land adjacent or contiguous to any such buildings: (1) restaurant and/or bar facilities; (2) warehouse and storage facilities; (3) offices; (4) commercial buildings,

including but not limited to retail shops, hotels, motels, inns, banks, theaters, lounges, but excluding family dwelling units; (5) stable buildings; (6) recreation clubhouses; and (7) tennis courts.

(L) "Sea Pines Plantation" shall mean all the real property with improvements thereon described in Exhibit A.

ARTICLE II

EXISTING PROPERTIES. The existing Properties consists of those tracts or parcels of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, which are shown on a map filed with the Association of Sea Pines Plantation Property Owners, Inc. which shall serve as a guide for determining the areas subject to these Covenants until the designated areas are platted and filed for record in the office of the Clerk of Court of Beaufort County, South Carolina. Plats currently available will be filed with these Covenants. (See Exhibit B hereto.)

Said Properties shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens set forth below.

A. The use to which existing Properties shall be devoted and the acreage contained within each category of use are:

(1) Roads, Drains and Parking

The term "Drain", when used herein shall mean and refer to any natural or artificial channel, pipe, culvert, trench, or any hollow or open place in the ground located in Sea Pines Plantation designed and intended for the collection and dispersion of water. The term drain shall include, but not be limited to ditches, lagoons, watercourses, waterways, streams or brooks.

The term "Road", when used herein shall mean and refer to any overland passageway of every character within Sea Pines Plantation. The term road shall include, but not be limited to any passageway for vehicles, persons and animals such as a highway, route, bicycle path, bridge, street, nature trails or any improved or unimproved path right of way for the passage of persons or vehicles.

The term "Parking", when used herein shall mean and refer to any area within Sea Pines Plantation capable of being and intended to be used for the parking of any vehicle, including bicycles.

Not less than 357 acres of land within Sea Pines Plantation shall be designated for use as roads, drains, and parking.

(2) Utility Easements

"Utility Easements" when used herein shall mean and refer to the rights over, on, under and through land the Company has reserved or others have acquired for the purpose of constructing, maintaining, repairing and utilizing instrumentalities in the furnishing and supplying to owners of property in Sea

Pines Plantation and near-by areas of electricity, water, means of communication, sewer services, fuels for heating and cooking, CATV or other similar services customarily supplied by governmental bodies and public utility companies.

Not less than 36 acres of land within Sea Pines Plantation shall be designated for use as utility easements.

(3) Community Services

"Community Services" when used herein shall mean land used for education facilities, fire stations and/or community service maintenance facilities.

Not less than 15 acres of land within Sea Pines Plantation shall be designated for use as "Community Services" land.

(4) Parks and Recreation

The terms "Parks and Recreation", when used herein shall mean and refer to any piece of ground set aside and maintained within Sea Pines Plantation for the purpose of ornament, pleasure, exercise, amusement, entertainment or recreation.

Not less than 43 acres of land within Sea Pines Plantation shall be designated for use as parks and recreation.

(5) Walkways and Breezeways

The terms "Breezeways and Walkways" when used herein shall mean and refer to any passageway designed for walking or the passage of air and the breezes within Sea Pines Plantation. This term shall include, but not be limited to paths, routes, channels, entrances or exits, crosswalks or greenbelts.

Not less than 19 acres of land within Sea Pines Plantation shall be designated for use as walkways and breezeways.

(6) Beach Trust Property

Beach Trust Property shall consist of the land located between the front property lines of any ocean front residential lots in Sea Pines Plantation and the Atlantic Ocean. Those areas designated on recorded plats as Beach Trust Property shall remain in an undeveloped condition, free of homes and structures subject to the rights and conditions noted herein.

Not less than 166 acres of land within Sea Pines Plantation shall be designated for use as Beach Trust Property.

(7) Conservancy and Open Space

"Conservancy and Open Space" as used herein shall mean lands covered by natural vegetation or water, including lakes, lagoons and areas built up by spoil operations. Those areas designated on recorded plats as Conservancy and Open Space areas shall remain in an undeveloped condition, free of homes and commercial structures, and managed in a way designed to preserve a balanced wildlife population consistent with sound conservation practices subject only to the exceptions noted herein. Conservancy and open space areas may include, but shall not be limited to agricultural, horticultural and horse stable areas provided such areas are well planted in trees and shrubs together with pasture and farm land and which can attract birds and provide grazing, for horses, cows, etc.

Not less than 1292 acres of land within Sea Pines Plantation shall be designated for use as conservancy and open space.

Included in the 1292 acres of conservancy and open

space areas are 576 acres more or less which have been previously designated as the Sea Pines Forest Preserve. Nothing contained herein is intended to modify or amend in any way any provisions of the Sea Pines Forest Preserve Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Book 175 at Page 113, which shall remain in full force and effect.

(8) Wetland Conservancy Areas

Wetland conservancy areas shall consist of marshland areas below mean high water level. Although there is uncertainty as to whether the Company or the State of South Carolina has title to these areas, all right and interest of the Company in said areas shall be subject to the rights and restrictions contained herein. Those areas designated on recorded plats as wetland conservancy areas shall remain in an undeveloped condition subject only to the exception noted herein.

Not less than 341 acres of land within Sea Pines Plantation shall be designated for use as Wetland Conservancy areas.

B. Rights and Powers of the Company

The Properties described above are restricted to the uses set forth above subject to the following rights and powers of the Company:

(1) The Company, its successors or assigns, shall have the right to plant trees, plants and shrubs; to provide and insure adequate drainage ways, canals or lagoons; to cut firebreaks; and to utilize controlled burning to prevent build-

up of excessive ground "fuel" and underbrush contributing to severe damage from uncontrolled forest fires.

(2) It is expressly understood and agreed that no residential or commercial structures, either temporary or permanent, shall be erected or caused to be placed on any designated areas described on a recorded plat other than structures in the nature of interpretive centers, observation platforms, confort stations, and other facilities necessary or appropriate to aid in environmental protection and environmental education.

(3) Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company, its successors or assigns to erect wildlife feeding stations, to plant patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through designated areas for the purpose of permitting observation and study of wildlife, hiking, horseback riding and biking.

(4) The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, CATV, gas, sewer, water or other public conveniences or utilities on, in or over the lands in the designated areas, provided further, that the Company may cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order

to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company, its successors or assigns reserves the right on the lands in the designated areas to locate wells, pumping station tanks, pollution-control devices, sewage disposal devices, sewage, water, gas and other utility lines and such other facilities as will improve general environmental and the health conditions on Hilton Head Island. Such rights may be exercised by any licensee of the Company.

(5) Minor changes in the boundaries of the various categories of designated areas may be made from time to time as may appear necessary and appropriate to the Company. For purposes of this Declaration, "minor changes" shall be any change or series of changes which do not reduce the total acreage of land in any use category by more than one per cent (1%). The Company reserves the right to relocate areas designated as Roads, Drains, Parking, Utility Easements, Walkways and Breezeways, provided that such relocation does not reduce the total acreage for each designated area specified in this Article.

(6) This Declaration does in no way grant to the general public the right to enter such designated areas.

(7) The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of

said designated areas, in a manner not inconsistent with the provisions of this Declaration.

(8) Where the Company is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property, entering the property and taking such action shall not be deemed a breach of these Covenants.

C. Other Covenants of the Company

(1) The golf course lands in Sea Pines Plantation known as the Ocean, Sea Marsh, Harbour Town and Club courses shall remain Open Space, and, in the event that the Company, its successors or assigns, shall seek to convert any of said property from golf courses to other forms of open space, the golf course or courses affected shall first be offered for sale to the Participating Property Owners for use as a golf course or courses. Golf course lands will be surveyed, and upon completion, the Company shall file plats thereof with the Clerk of Court, Beaufort County, South Carolina, as an exhibit to these covenants, provided, however, the Company may make minor changes in golf course land. For purposes of this Declaration, minor changes shall be any change that does not reduce the total acreage of golf course land by more than one per cent (1%).

(2) The Company will limit the total number of villas, condominium units, townhouse units, cooperative apartment units, or apartment units in Sea Pines Plantation, to Two Thousand, One Hundred (2,100).

(3) The Company will limit the number of construction starts (i.e., groundbreakings) of villas, condominium units, townhouse units, cooperative apartment units in Sea Pines Plantation to not more than Two Hundred and Fifty (250) such units per year.

(4) The Company will limit the total number of family Dwelling Ynits in Sea Pines Plantation to a maximum of Five Thousand, Eight Hundred and Ninety (5,890), which shall result, approximately, in an overall density of somewhat more than 1.2 dwelling units per gross acre.

(5) The Company will limit Business Land in Sea Pines Plantation to One Hundred and Five (105) acres.

(6) The Company will limit the maximum height of all future buildings in Sea Pines Plantation, to five (5) stories, measured from outside finished grade, but in no event to exceed sixty two (62) feet from outside finished grade.

(7) The Company will appoint at least one (1) Participating Property Owner, residing in Sea Pines Plantation, who is not an employee of the Company, and who is selected by the Association of Sea Pines Property Owners, Inc., to the Sea Pines Plantation Company Architectural Review Board.

(8) The Sea Pines Club course shall continue to be a private golf course for the exclusive use of owners of property within Sea Pines Plantation who are members of the Sea Pines Club and their guests. Members of the Sea Pines Club shall have the right to play golf on the Ocean, Sea Marsh and Harbour Town golf courses on an annual greens fee basis, at rates negotiated

by the Company and a golf advisory committee elected from the members of the Sea Pines Club with the election conducted by Sea Pines Golf Club, Inc., so long as such courses are under the management of the Company as owner or lessee, and, in the event the Company transfers ownership or management of the Ocean, Sea Marsh or Harbour Town courses by sale or lease, the sales contract or lease agreement shall provide for annual greens fee play by such members on such courses and under terms and conditions negotiated by the new management and a golf advisory committee as described herein. In addition, the Company, its successors or assigns, shall, for Participating Property Owners (as herein defined), their successors or assigns hold available for reservation, beginning three (3) days in advance of any requested date of play for foursomes only, the following:

Course	Starting Times
Ocean	3 starting times per hour
Sea Marsh	3 starting times per hour
Harbour Town	2 starting times per hour

The fees to be charged for play by such Participating Property Owners shall be at least five per cent (5%) less than like fees charged to resort guests; provided, however, if such aforesaid reservations are not received more than one day in advance of the requested date of play, the Company, reserves the right to make such starting time available to others.

(9) For a period of one (1) year from the date in which these Covenants are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, the Company shall defray one-third (1/3) of the costs of resurfacing the roads located within Sea Pines Plantation, which were constructed prior to December, 1962; provided, however, that owners of property with direct ingress and egress to such roads shall agree and provide the funds to defray the remaining two-thirds (2/3) of such costs. Roads affected are described on the map filed with the Association of Sea Pines Property Owners, Inc., but are in general, all or part of the following: Belted Kingfisher, Bald Eagle, Cedar Wax Wing, Green Wing Teal, Seaside Sparrow, Marsh Wren, Grey Widgeon, Piping Plover, Black Skimmer, Snowy Egret, Surf Scoter, West Beach Lagoon Drive, South Beach Lagoon Drive, Spotted Sandpiper, Laughing Gull, Oyster Catcher, Wood Ibis, Green Heron, Sandhill Crane, Ruddy Turnstone, Calibogue Cay Road, North Sea Pines Drive, South Beach Lane, Woodbine Place, Lighthouse Road and Baynard Cove Road.

(10) The Company will recognize and meet with, not less than monthly, a representative nine-member Property Owners Advisory Board, elected from among Participating Property Owners, in an election conducted by the Association of Sea Pines Plantation Property Owners, Inc. and the purpose of said Board shall be to advise the Company in matters relating to the Sea Pines Plantation community services such as priorities for expenditures.

(11) The Company agrees to modify its present gate entry policy for Sea Pines Plantation by increasing the gate

entry fee into Sea Pines Plantation for each passenger vehicle from the existing One Dollar ($1.00) fee to Three Dollars ($3.00); provided, however, that the amount of such gate entry fee shall be subject to annual review and modification by the Company. Provided further, that if the Company voluntarily reduces the daily gate entrance fee below One Dollar ($1.00), then the Company agrees to pay into the community services fund each calendar year, for a period of four years commencing in the year of the reduction, an amount equal to the difference between the amount of all gate fees collected during calendar year 1974 (hereinafter referred to as the "base year") and the amount collected during the calendar year following such reduction. If reduction in the daily gate entry fee below One Dollar ($1.00) results from or is caused by a court order, a law suit, or governmental or quasi-governmental action including elections or other simiiar actions or occurrences not within the reasonable control of the Company, then the Company shall not be required to pay the difference between the gate fees collected during the base year and the fees collected during the calendar year following such reduction. Notwithstanding any provision herein to the contrary, the Company shall not be required to pay said difference during any year in which the daily gate entry fee is One Dollar ($1.00) or more for the entire calendar year.

All gate fees collected by the Company shall be contributed to and used for community services.

ARTICLE III

Community Fund. In order to provide a community fund to maintain, and improve the Properties, provide a fund for pest and insect control, and generally provide a fund for those services important to the maintenance and preservation of an attractive community, and to further maintain the general safety of Sea Pines Plantation, each Participating Property Owner shall pay to the Company, or its authorized agent, beginning with the calendar year 1975, an annual community service assessment as delineated herein:

A. Properties Not Owned by the Company

1. Residential Lots: $110.00 per lot

Property shall be classified for purposes of these Covenants and these Annual Assessments as a Residential Lot when it is platted as a Residential Lot and such plat is recorded in the Office of the Clerk of Court of Beaufort County, South Carolina.

2. Family Dwelling Unit: $180.00 per unit

For purposes of these Covenants and these Annual Assessments, any Participating Property Owner who has constructed a Family Dwelling Unit on two (2) or more contiguous Residential Lots shall be assessed only the Assessment for a Family Dwelling

Unit.

In determining the amount of the annual Community Services assessment for any current year, the Company may, in its discretion, set an amount different from the immediately preceding year's annual Community Services assessment by as much as the percentage of change in the Consumer Price Index All Items - All Groups (1967 = 100) in the immediately preceding calendar year. The maximum amount of each change in annual assessments shall be determined by multiplying the previous year's annual assessment by the percentage change in the Consumer Price Index.

B. Properties owned by the Company, its successors or assigns, including third parties who acquire lands from the Company.

(1) The Company, its successors and assigns, shall contribute annually toward funding community services in Sea Pines Plantation one-half (½) of one per cent (0.5%) of the Adjusted Gross Resort Revenue which it earned during each immediately preceding fiscal year. For purposes of this Declaration, "Resort Revenue" shall mean all revenues and receipts of every kind, which are derived by the Company from the operation of the Hilton Head Inn and the Seascape Villas and the operation of resort facilities in Sea Pines Plantation, less:

(a) Any amounts collected by the Company on behalf of others, including but not limited to, property owners' part

of rental income derived from property located within Sea Pines Plantation and the Seascape Villas, and gratuities and service charges which may be added to said facilities' bills or statements in lieu thereof;

(b) Credits or refunds made by the Company to patrons of said resort facilities;

(c) All amounts and credits received in connection with the operation of said resort facilities by the Company in settlement of claims for damages or claims arising from the ordinary course of trade; and

(d) All taxes directly related to said resort facilities imposed on the Company by any governmental entity.

The term, "resort facilities" as used herein shall include golf courses, tennis courts, rental boats and slips, restaurants and bars, hotels, motels, inns, rental homes and rental condominiums, retail shops and other similar facilities including commercial facilities of all kinds.

"Adjusted Gross Resort Revenues" for purposes of this Agreement shall be resort revenues, as defined above, multiplied by a fraction, the numerator of which shall be one (1), and the denominator of which shall be one (1) plus the percentage increase of the Consumer Price Index, All Items - All Groups (1967 = 100) over the preceding fiscal year (March 1 to February 28).

This provision for a percentage contribution of Adjusted Gross Resort Revenue shall be a covenant running with all lands

in Sea Pines Plantation now owned by Sea Pines Plantation Company which are sold to a third person and used by said third person as Golf Courses, Tennis Courts, Renting Boats and Slips, Restaurants and Bars, Retail stores, Hotels, Motels, Inns or other commercial uses. Any person, partnership or corporation who acquires land in Sea Pines Plantation from the Company for one or more of said uses shall be subject to this Covenant and shall be required to contribute annually toward funding Community Services one-half (½) of one per cent (0.5%) of its Adjusted Gross Resort Revenue as provided above. Provided, however, that if the Company does not have management responsibilities or does not exercise some control over the management, other than the control imposed by the Company's standard commercial covenants, of any facilities described herein which are sold to third party entities, then said third party entities shall be required to contribute annually toward funding Community Services one per cent (1%) of its Adjusted Gross Resort Revenue as provided herein.

If the Participating Property Owner's annual assessment is adjusted in accordance with the provisions of Section A of this Article, the Company's and third party entities' contributions as provided herein shall likewise be adjusted by the same percentage adjustment which is applied to the Participating Property Owner's assessment.

C. Obligations and Rights of the Company

The Company assumes the obligation of furnishing community

services in Sea Pines Plantation only to the extent that the costs of such services can be defrayed jointly by the proceeds from the aforesaid community services assessment paid by Participating Property Owners and third party commercial entities, community services assessments made by non-Participating Property Owners under previously recorded deed restrictions, voluntary Property Owner payments, gate entry fees, and by the Company's contribution provided above.

The Company will have the responsibility for administering the funds required to be paid under these Covenants and managing the Properties until such time as the Company turns such responsibility over to Participating Property Owners or some other entity. The Company will not charge any fees for its management services which shall consist of the services of the Director of Community Services of Sea Pines Plantation Company, the Chief Executive Officer of the Sea Pines Plantation Company, and the overhead associated with their services. So long as the Company administers the funds it will provide a quarterly accounting to the Advisory Board using the accounting practices and forms followed by the Company at no charge. If the Advisory Board so requests the Company will engage Independent Certified Public Accountants selected by the Advisory Board to perform such audit but the expense of such audit shall be paid from the assessments provided for herein.

Date of Commencement and Proration of Annual Assessments

(1) Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence no earlier than January 1, 1975. Each unimproved lot assessment shall increase to the then prevailing assessment for dwelling units at such time as a dwelling unit is started thereon (i.e., groundbreaking) and such assessment shall be prorated between the unimproved property assessment and the improved property assessment for that calendar year. Condominium units shall be assessed as dwelling units at the time of conveyance to the purchaser thereof.

(2) Upon the sale of property by the Company to a third party, such purchaser shall only be obligated to pay an assessment amount related to that portion of the assessment year remaining.

(3) In any instance where assessments, either in whole or in part, are based upon percentages of Gross Revenues, as stated herein, such assessments for the coming year, shall be based upon the revenues produced for the preceding fiscal year, whether for a full year or a fraction of a year.

ARTICLE V

968

General Provisions

1. DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Company and the Participating Property Owners, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year-period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, this Agreement can be modified, changed or terminated if such change is approved by the Company and by the Participating Property Owners pursuant to a Referendum.

2. ENFORCEMENT

Enforcement of the Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land; and failure by any Participating Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel

of the right to enforce same thereafter. The Association of Sea Pines Property Owners shall be a proper party and shall have legal standing to institute any legal proceeding at law or in equity to seek enforcement of any covenant herein contained, as the representative of the Participating property Owners.

3. PREVIOUS COVENANTS AND AGREEMENTS

Nothing herein shall be construed so as to modify, diminish or terminate any commitments heretofore made in recorded deed covenants incident to previous land sale contracts, except with respect to the amount and method of payment of the Plantation-wide community services assessment or maintenance and security fee. Nothing contained herein shall prevent the creation or use of Owners Associations for maintenance of facilities or areas within Sea Pines Plantation which are maintained by assessments from Property Owners within limited portions of Sea Pines Plantation and are available for use only by the owners within said limited area.

IN WITNESS WHEREOF, Sea Pines Plantation Company, Inc., has caused this instrument to be executed the day and year first above written, pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

SEA PINES PLANTATION COMPANY, INC.

BY: Joseph B. Fraser Jr.

ATTEST: Charles E. Schmidl

Witness: Lucy M. Kingaid

Witness: Thomas A. Beard

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Thomas A. Beard who, being duly sworn, deposes and says that he saw SEA PINES PLANTATION COMPANY, INC., by Joseph B. Fraser, Jr. its President and Charles A. Scarminach its Assistant Secretary sign the within Declaration, and the said corporation by said officers seal said Declaration, and as their act and deed, deliver the same, and that he with Lucy M. Wingard witnessed the execution thereof.

Thomas A. Beard

Sworn to before me this 7th day of September, 1974.

Lucy M. Wingard (Seal)
Notary Public for South Carolina
My Commission Expires April 25, 1982

D0540

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
9:45 O'CLOCK	NOV 6 1975	292 PAGE
A. M		937

Reg. Anita G. Rutledge
CLERK OF COURT OF COMMON PLEAS

ADDENDUM TO EXHIBIT B - DECLARATION OF COVENANTS AND RESTRICTIONS BY SEA PINES PLANTATION COMPANY, DATED SEPTEMBER 7, 1974, AND RECORDED OCTOBER 17, 1974

ADDITIONAL OPEN SPACE PLATS RECORDED 12-31-74

WHEREAS, the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated the 7th day of September, 1974 was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Book 224 at Page 1036 on October 17, 1974; and

WHEREAS, it was provided in Article II of said Declaration that "Plats currently available will be filed with these covenants. (See Exhibit B hereto)"; and

WHEREAS, the original Exhibit B to said Declaration listed those open space plats recorded with said Declaration; and

WHEREAS, since the recording of the said Declaration and plats, additional open space plats were recorded on December 31, 1974;

NOW, THEREFORE, the following list of open space plats recorded on December 31, 1974 is hereby made an addendum to Exhibit B of said Declaration:

No.	Title	Plat Book	Page	Acres
8	Baynard Oaks II	23	61	1.450
10	Beach Lagoon	23	62	9.840
14	Deer Island	23	63	69.840
17	Deer Run Lane	23	63	2.213
23	Gull Point	23	64	73.615
24	Harbour Town Marsh	23	65	3.697
25	Harbour Town Patio Lots	23	68	2.663
26	Harbour Town Townhouses	23	61	2.853
27	Harleston Green	23	60	3.220
29	Heritage Woods II	23	66	21.047
30	Heritage Woods III	23	64	4.243

32	Lawton Villas	23	62	8.510
33	Lawton Woods	23	65	15.240
43	Plantation Lane	23	66	10.230
44	Planter's Woods	23	67	15.867
45	Marsh View & 4th Golf Course	23	68	25.480
48	Sea Marsh Golf Course	23	69	10.429
52	South Beach	23	69	7.494
53	Spanish Moss Road	23	67	7.680
58A	Willow Oak Road West II	23	59	4.388
60	Service Area	23	70	8.848

SEA PINES PLANTATION COMPANY, INC.

Sharon A. Fletcher

BY: _____ Its Vice-President

Janice L. Thompson

ATTEST: _____ Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Janice L. Thompson and made oath that she saw the within named SEA PINES PLANTATION COMPANY by its proper officials sign, seal, and as its corporate act and deed deliver the within written instrument, and that she with Sharon A. Fletcher witnessed the execution thereof.

SWORN to before me this
1st day of December, 1975.

Janice L. Thompson

Sharon A. Fletcher
Notary Public for South Carolina
MY COMMISSION EXPIRES MAY 20, 1984

Recorded

FILED AT 4:30 O'CLOCK P. M. FEB 20 1976
BEAUFORT COUNTY S. C.
RECORDED IN BOOK 481 PAGE 1417
Juanita H. Nettles
CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

OPEN SPACE DECLARATION
BOUNDARY CHANGE

WHEREAS, Sea Pines Plantation Company (Company) restricted certain "open spaces" owned by it in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, by document entitled "Declaration of Covenants and Restrictions" dated September 7, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036, which said document is incorporated herein by this reference thereto; and

WHEREAS, the term "open spaces" is defined in said document and the location of the said "open spaces" is also described in said document; and

WHEREAS, Article IIB(5) allows Sea Pines Plantation Company to make minor changes in boundaries as may appear necessary and appropriate to the Company so long as said changes and all other changes do not reduce the total acreage of land in any use category, as defined in said document, by more than one percent (1%); and

WHEREAS, Sea Pines Plantation Company does herewith desire to make a change as hereinafter described and herewith certifies that this and all other changes made heretofore for this defined category does not reduce the total acreage of land in the category hereby reduced by more than a total of one percent (1%);

NOW, THEREFORE, in consideratinn of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the undersigned does hereby remove from the "open spaces" defined in and located by the above described Declaration of Covenants and Restrictions in accordance with and as provided by the provisions of Article IIB(5) thereof, the following described property, to-wit:

> ALL that portion of that certain piece, parcel or lot of land, situate, lying, and being within Sea Pines Plantation Company, Hilton Head Island, Beaufort County, South Carolina, known, described and designated as Lot Twenty-Eight (28), Baynard Cove, Phase II Subdivision as shown and described on a plat thereof recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 35 for that certain portion

thereof which may encroach or be located upon open spaces consisting of 5.574 acres as previously shown and described on that certain plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 23 at Page 2 which said plat is incorporated in the Restrictive Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036 and listed as Exhibit B thereto. It is the purpose of this description to describe only and to affect only that portion of the said Lot Twenty-Eight (28) as shown on the plat in Beaufort County Plat Book 24 at Page 35 which may and does encroach upon the open spaces as shown and described on that certain plat recorded in Beaufort County Plat Book 23 at Page 2. For a more detailed description as to Lot Twenty-Eight (28), its encroachment, and the "open spaces", reference is craved to said two plats of record.

Nothing herein shall be deemed to modify, amend, or change the said Restrictive Covenants recorded in Beaufort County Deed Book 224 at Page 1036 except as may heretofore, hereafter, or herein be properly changed, amended or modified and Sea Pines Plantation Company herewith restates and reaffirms its agreements as provided within said documents.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of February, 1976 at Hilton Head Island, South Carolina.

IN THE PRESENCE OF:

Janice L. Thompson

Barbara T. Richardson

SEA PINES PLANTATION COMPANY

By _____
James M. Rester, Vice President

Attest _____
Charles A. Scarminach, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Janice L. Thompson who, on oath, says that s/he saw the within named SEA PINES PLANTATION COMPANY, by James M. Rester its Vice President sign the within instrument, and Charles A. Scarminach its Secretary attest the same, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that s/he with Barbara T. Richardson witnessed the execution thereof.

Janice L. Thompson

SWORN TO before me, this 20th day of February, 1976.

Barbara T. Richardson
Notary Public for South Carolina
My Commission Expires: 7/25/84

We the undersigned Sea Pines Plantation Property Advisory Board hereby acknowledge the above referred to document this 1st day of March 1976.

SEA PINES PLANTATION PROPERTY ADVISORY BOARD

By William J Hopkins

By Viola W. Hedeman

By William E. Condee

Burn

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
12:00 O'CLOCK Noon M	MAR 2 1976	234 PAGE 1833

Marian N. Lewis
CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)
) OPEN SPACE DECLARATION
COUNTY OF BEAUFORT) BOUNDARY CHANGE

WHEREAS, Sea Pines Plantation Company (Company) restricted certain "open spaces" owned by it in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, by document entitled "Declaration of Covenants and Restrictions" dated September 7, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036, which said document is incorporated herein by this reference thereto; and

WHEREAS, the term "open spaces" is defined in said document and the location of the said "open spaces" is also described in said document; and

WHEREAS, Article IIB(5) allows Sea Pines Plantation Company to make minor changes in boundaries as may appear necessary and appropriate to the Company so long as said changes and all other changes do not reduce the total acreage of land in any use category, as defined in said document, by more than one percent (1%); and

WHEREAS, Sea Pines Plantation Company does herewith desire to make a change as hereinafter described and herewith certifies that this and all other changes made heretofore for this defined category does not reduce the total acreage of land in the category hereby reduced by more than a total of one percent (1%);

NOW, THEREFORE, in consideration of TEN AND NO/100 ($10.00) DOLLARS, the receipt and adequacy whereof is hereby acknowledged, the undersigned does hereby remove from the "open spaces" defined in and located by the above described Declaration of Covenants and Restrictions in accordance with and as provided by the provisions of Article IIB(5) thereof, the following described property, to-wit:

ALL that portion of that certain piece, parcel or lot of land, situate, lying, and being within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, known, described and designated as Lot Twelve (12), Heritage Woods, Phase I as shown and described

1356

on a plat thereof recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 87 for that certain portion thereof which may encroach or be located upon open spaces consisting of 21.[illegible] acres as previously shown and described on that certain plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 86 which said plat is incorporated in the Restrictive Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036 and listed as Exhibit B thereto. It is the purpose of this description to describe only and to affect only that portion of the said Lot Twelve (12) shown on the Plat in Beaufort County Plat Book 24 at Page 87 which may and does encroach upon the open spaces as shown and described on that certain plat recorded in Beaufort County Plat Book 24 at Page 86. For a more detailed description as to Lot Twelve (12), its encroachment, and the "open spaces", reference is craved to said two plats of record.

Nothing herein shall be deemed to modify, amend, or change the said Restrictive Covenants recorded in Beaufort County Deed Book 224 at Page 1036 except as may heretofore, hereafter, or herein be properly changed, amended or modified and Sea Pines Plantation Company herewith restates and reaffirms its agreements as provided within said documents.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of April, 1976, at Hilton Head Island, South Carolina.

IN THE PRESENCE OF:

Barbara T. Richardson

Susan M. Beaman

SEA PINES PLANTATION COMPANY

BY: [signature] Vice President

ATTEST: [signature] Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Barbara T. Richardson who, on oath, says that s/he saw the within named SEA PINES PLANTATION COMPANY, by James M. Rester its Vice President sign the within instrument, and CHARLES A. SCHENINGER its SECRETARY attest the same, and the said Corporation, by said officer, seal said instrument, and, as its act and deed, deliver the same, and that s/he with SUSAN M. BEAMAN witnessed the execution thereof.

Barbara T. Richardson

SWORN to before me this 30th day of APRIL, 1976

Susan M Beaman

My Commission Expires on August 23, 1983

1356 PM

We the undersigned Sea Pines Plantation Property Advisory Board hereby acknowledge the above referred to document this 26 day of April, 1976.

SEA PINES PLANTATION PROPERTY ADVISORY BOARD

BY: William J. Hopkins

BY: [illegible]

BY: Arthur J. Cordeen

BOOK

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
11:00 O'CLOCK	MAY 5 1976	236 PAGE
a. M		1255

Doc. Anita B. Nettles
CLERK OF COURT OF COMMON PLEAS

1356

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT AND ADDITIONS TO THE DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" LIMITED RESIDENTIAL AREAS IN POINT COMFORT PLANTATION DATED JANUARY 20, 1966

WHEREAS, Sea Pines Plantation Company, a Corporation organized and existing under the laws of the State of South Carolina, has heretofore executed Covenants, Restrictions, and Affirmative Obligations applicable to all residential property within Point Comfort Plantation, said Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 134 at Page 256; and

WHEREAS, Sea Pines Plantation Company reserved the right in said Covenants to modify or add to said restrictive covenants;

NOW, THEREFORE, Sea Pines Plantation Company does hereby amend the Covenants for residential property which are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 134 at Page 256 by striking and deleting Paragraph 2 and Paragraph 24 of Part I - Covenants, Restrictions, and Affirmative Obligations applicable to all Class "A" Limited Residential Areas, and replacing in lieu thereof the following:

Paragraph 2

No plans will be approved unless the proposed house will have a minimum of 1,500 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure. This paragraph 2 shall not apply to any house constructed prior to the date of recording of this Amendment.

Paragraph 24

In order to provide sufficient funds to enable the Point Comfort Plantation Property Owners Association, Inc. (hereinafter referred to as "Association") to maintain and improve the community club site and other community areas and provide such other services, as the Association shall deem necessary to the preservation of the attractiveness, safety and privacy of the community and the well-being of its members, including operating expenses of the Association, the owner or owners

1358 MD

of each lot in Point Comfort Plantation shall be obligated to pay to the Association, its successors and assigns, such annual and special assessments as are established by the membership thereof in accordance with the By-Laws of the Association, as amended from time to time. This obligation shall be a covenant running with the land and shall pass to all successors in title. Assessments not paid when due together with interest at eight (8%) percent per annum from date due to date paid and all costs of collection (including legal fees), shall become a charge and continuing lien on the land and all improvements and may be foreclosed against the same by the Association, its successors and assigns. Such lien shall be subordinated to all preceeding mortgages. The owner or owners of each such lot shall be a member of the Association as provided in the By-Laws thereof.

All of the provisions contained in the Restrictive Covenants above described are hereby reaffirmed except as may be changed, modified or amended or added to herein.

SEA PINES PLANTATION COMPANY

Barbara T Richardson

Susan M Beaman

BY: James M. Koster
ITS: Vice-President

ATTEST: Charles A Scarminach
ITS: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAURORT)

PROBATE

PERSONALLY appeared before me Barbara T Richardson, and made oath that she saw the within named SEA PINES PLANTATION COMPANY, by James M. Koster, its Vice-President, and by Charles A Scarminach, its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that she with Susan M Beaman witnessed the execution thereof.

Barbara T. Richardson

SWORN to before me this 25th day of October, 1976.

Susan M. Beaman
Notary Public for South Carolina
My Commission Expires: My Commission Expires on August 23, 1984

Beaman

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
12:15 O'CLOCK P. M	OCT 26 1976	241 PAGE 963

Marian W. Sanders
CLERK OF COURT OF COMMON PLEAS
D.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

OPEN SPACE DECLARATION
BOUNDARY CHANGE

WHEREAS, Sea Pines Plantation Company (Company) restricted certain "open spaces" owned by it in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, by document antitled "Declaration of Covenants and Restrictions" dated September 7, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036, which said document is incorporated herein by thia reference thereto; and

WHEREAS, the term "open spaces" is defined in said document and the location of the said "open spaces" is also described in said document; and

WHEREAS, Article IIB(5) allows Sea Pines Plantation Company to make minor changes in boundaries as may appear necessary and appropriate to tha Company so long as said changes and all other changes do not reduce the total acreage of land in any use category, as defined in said document, by more than one per cent (1%); and

WHEREAS, Sea Pines Plantation Company does herewith desire to make a change as hereinafter described and herewith certifies that this and all other changes made heretofore for this defined category does not reduce the total acreage of land in the category hereby reduced by more than a total of one per cent (1%);

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the undersigned does hereby remove from the "open spaces" defined in and located by the above described Declaration of Covenants and Restrictions in accordance with and as provided by the provisions of Article IIB(5) thereof, the following described property, to-wit:

> ALL that portion of that certain piece, parcel or lot of land situate, lying, and being within Sea Pines Plantation Company, Hilton Head Island, Beaufort County, South Carolina, known, described and designated as Parcel #1, Baynard Cove Club Villas as shown and described on a plat thereof recorded in the Office of the Clark of Court for Beaufort County, South Carolina, in Plat Book 25 at Page 98 or that certain portion thereof which may encroach or be located upon open spacea consisting of 4.130 acres as previously shown and described oc that certain plat recorded in the Office of the Clerk of Court for Beaufort County,

South Carolina, in Plat Book 22 at Page 193 which said plat is incorporated in the Restrictive Covenants recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036 and listed as Exhibit B thereto. It is the purpose of this description to describe only and to affect only that portion of the said Parcel #1 as shown on the plat in Beaufort County Plat Book 25 at Page 98 which may and does encroach upon the open spaces as shown and described on that certain plat recorded in Beaufort County Plat Book 22 at Page 193. For a more detailed description as to Parcel #1, its encroachment, and the "open spaces", reference is craved to said two plats of record.

Nothing herein shall be deemed to modify, amend, or change the said Restrictive Covenants recorded in Beaufort County Deed Book 224 at Page 1036 except as may heretofore, hereafter, or herein be properly changed, amended or modified and Sea Pines Plantation Company herewith restates and reaffirms its agreements as provided within said documents.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 20th day of December, 1976 at Hilton Head Island, South Carolina.

IN THE PRESENCE OF:

Clayton H. Atwood

Linda H. Toomer

SEA PINES PLANTATION COMPANY

By _____
James M. Rester - Vice-President

Attest _____
Charles A. Scarminach - Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Clayton H. Atwood who, on oath, says that s/he saw the within named SEA PINES PLANTATION COMPANY, by James M. Rester its Vice President sign the within instrument, and Charles A. Scarminach its Secretary attest the same, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that s/he with Linda H. Toomer witnessed the execution thereof.

SWORN TO before me, this 20th da, of December, 1976

Barbara T. Richardson
Notary Public for South Carolina
My Commission Expires: 7-25-84

We the undersigned Sea Pines Plantation Property Advisory Board hereby acknowledge the above referred to document this 20th day of December, 1976.

SEA PINES PLANTATION PROPERTY ADVISORY BOARD

By W. J. Stephens

By [illegible]

By Arthur J. Cordeel

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
4:00 O'CLOCK	JAN 7 1977	243 PAGE
P. M.	Charles Cusom, Jr.	1683

CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

1222

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which ite covenants ru th certain comm .ands of SEA PINES PLA. ..ION COMPANY

RECREATIONAL AND COMMERCIAL USE COVENANTS

September 10, 1976

WHEREAS, SEA PINES PLANTATION COMPANY, a South Carolina Corporation, is the owner of certain lands located on Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, Sea Pines Plantation Company desires to make, publish and record a Declaration of Restrictive Covenants affecting properties designated for Recreational and commercial use by reference to this Declaration in their deeds of conveyance, and desires to have said restrictive covena..'s filed in the Office of the Clerk of Court for Beaufort County, South Carolina.

NOW THEREFORE, Sea Pines Plantation Company does hereby declare that the recreational and commercial land use covenants contained herein shall be covenants running with the land and shall apply to recreational and commercial lands conveyed in the future by deeds hereafter made which make reference to the declaration of covenants (the "Recreation and Commercial Property"). The Company reserves in every instance the right to add additional restrictive covenants in respect to said properties so conveyed, or

to limit therein the application of the covenants contained herein.

The Covenants and Restrictions below will be referred to as the Recreational and Commercial Use Restrictions of September 10, 1976, and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, and will be incorporated in certain deeds to Recreational and Commercial Property issued by Sea Pines Plantation Company by reference to the Book and Page of recording in the realty records in the Office of the Clerk of Court for Beaufort County, South Carolina.

Whenever used herein, the term "the Company" shall refer to Sea Pines Plantation Company, its successors and Assigns:

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS, APPLICABLE TO COMMERCIAL PROPERTY

1. No building or stature of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any Recreational and Commercial Property plot until architectural plans, specifications, construction material and location have been approved in writing by the Company. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a view to the development of an attractive and convenient recreational and commercial area of integrated design and function. If the Company, its agents, successors

or assigns do not act on an application made to them for approval within forty-five (45) days after receiving written demand for such approval, such application shall be deemed approved. Permitted uses shall include art galleries; craft shops and associated production studios; restaurants; retail stores; professional offices; maintenance and repair facilities; leisure and recreation centers, electronic game centers; theatres, boat rentals, water slides; skateboard courts, dancing areas, pitch and put golf, etc.

2. Owners of art galleries, recreational facilities, shops or other business establishments on Recreational and Commercial Property shall keep their shops, buildings facilities and other structures in good repair, and shall maintain on the premises a neat and attractive appearance in general.

3. No noxious, offensive or illegal activity shall be carried on upon any Recreational and Commercial Property, nor shall anything be done herein which may be or may become an annoyance or nuisance thru visual blight to any nearby Class A Single Family or Class B multifamily residential areas of Sea Pines Plantation, or levels of sounds or noises significantly disturbing the peaceful occupancy of such Sea Pines Plantation residential areas. Residents of areas outside Sea Pines Plantation shall not be considered parties at interests or intended beneficiaries of this Declaration of Covenants.

4. In order to preserve andenhance the economic value of the Recreational and Commercial Property and to prevent congestion and crowding which would be detrimental to the value of adjacent areas, no more than fifty percent (50%) of

the total acreage in any Recreational and Commercial Property tract may be utilized for enclosed and/or covered commercial buildings and similar facilities. The unenclosed portion of any Commercial Property tract shall be maintained in an attractive manner to include landscaping, walkways and automobile parking areas.

5. The exterior of any structure on Recreational and Commercial Property must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. It shall be the responsibility of each Recreational and Commercial Property owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. Each Commercial Property owner shall provide adequate space for off-street parking for use by customers of the recreational or commercial venture, either on the site or on adjacent leased or owned areas.

8. Each Recreational and Commercial Property owner shall provide sanitary receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with

reasonable standards established by the Company and such facilities shall be kept in a clean and sanitary condition.

9. Prior to the construction and use of a Recreational or Commercial structure on any property subject to these Covenants proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the appropriate Public Service District or if no such main has been constructed in the vicinity of the site, such disposal shall be made by means of a septic tank or tanks constructed on such site. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shoreline thereof. No sewage disposal system shall be permitted on any Recreational or Commercial Property nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

10. No structure of a temporary character visible from a public road of the State of South Carolina shall be placed upon any Recreational and Commercial Property at any time, except by written permission of the Company, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure.

11. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a

screened area as required in the following paragraph, or buried underground.

12. Each Recreational and Commercial Property owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating and size, design, texture, appearance and location must be approved by the Company prior to construction in the same manner as set forth in Section 1 of this Declaration.

PART II

DURATION OF COVENANTS TOGETHER WITH AFTERWORD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any, of the Sea Pines Plantation Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of Recreational and Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any Recreational and

Commercial Property owner, any owner of property within Sea Pines Plantation which lies within 2000 feet of the site on which the violation is occurring or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, it's successors or assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any Recreational and Commercial Property any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. The Company may include in any contract or deed conveying Recreational and Commercial Property hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

Dated this 14th day of Dec, 1976

SEA PINES PLANTATION COMPANY

BY: [signature] Pres.

ATTEST: Charles A. Seaman
Its Secretary

WITNESSES:

Louis L. Miller

Diana C. Brannen

1230

PROBATE

PERSONALLY appeared before me Doris L. Miller, who being duly sorn, deposes and says that she saw Sea Pines Plantation Company, by James W. Light, its President and by Charles A. Scarminach its Secretary, sign the within Delcaration, and the said corporation by said officers sealed said Declaration, and as their act and deed deliver the same and that she with Marie C. Brannen witnessed the execution thereof.

Doris L. Miller

SWORN to before me this 7th day of December, 1976.

Louise B. Williams
Notary Public for South Carolina
My Commission Expires:
My Commission Expires February 24, 1981

Frank Lucas
SPCo

FILED AT 9:45 O'CL. CK A. M. BEAUFORT COUNTY S. C. FEB 2 1977 RECORDED IN BOOK 144 PAGE 1222
Charles Carson, Jr.
CLERK OF COURT OF COMMON PLEAS
D.C.

244 | 1931

DECLARATION OF CLARIFYING AND SUPPLEMENTAL COVENANTS AND RESTRICTIONS FOR THE WILDLIFE HABITAT ZONES, OUTDOOR RECREATION ZONES AND SANITATION ZONES OF THE SEA PINES FOREST PRESERVE

This Declaration, made the 8th day of September 1976, by Sea Pines Plantation Company, a South Carolina corporation, hereinafter called "Company".

W I T N E S S E T H:

WHEREAS, Company is the owner of substantial real property on Hilton Head Island, South Carolina, and has created a planned community known as Sea Pines Plantation with certain facilities, amenities and services for the use and benefit of property owners within such community and for the use and benefit of the Company, its resort guests, invitees, licensees, successors, and assigns; and

WHEREAS, the Company desires to provide for the preservation of the community quality of Sea Pines Plantation and to assure the attractiveness of the community to all age groups, and to provide for the maintenance and improvements of certain properties and facilities in Sea Pines Plantation, and in furtherance of these objectives has subjected various parcels of the real property of Sea Pines Plantation to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens for the benefit of said property, for the benefit of owners of homes, villas, and homesites and within Sea Pines Plantation, their guests and tenants, and for the benefit of the Company, its guests, invitees, licensees, successors, and assigns; and

CEF

WHEREAS, by covenants recorded in Deed Book 175 at page 113, dated June 29, 1970, the Company did establish certain land use restrictions, covenants, and affirmative obligations affecting a 572.649 acre parcel designated as the Sea Pines Forest Preserve, which Forest Preserve was designed to be divided into Outdoor Recreation Zones; Wildlife Habitat Zones; and Environmental Protection and Sanitation Zones; and

WHEREAS, the Company did by declaration made the seventh day of September, 1974, establish additional covenants recorded in Deed Book 224 at Page 1036, affecting various parks and trust areas, which additional covenants were established with the concurrence and approval of representative committees of residential property owners within Sea Pines Plantation, and such covenants did provide in Article 2(B)5 thereof, that "minor changes in the boundaries of the various categories of designated park areas, etc., may be made from time to time as may appear necessary and appropriate to the Company. For purposes of this Declaration, 'minor changes' shall be any change or series of changes which do not reduce the total acreage of the land in any use category by more than 1%. The Company reserves the right to relocate areas designated as roads, drains, parking, utility easements, walkways and breezeways, provided that such relocation does not reduce the total acreage for each designated area specified in this article."; and

WHEREAS, the land use restrictions, covenants, and affirmative obligations affecting the Sea Pines Forest Preserve recorded in Deed Book 175 at page 113 provided that the 572 acres had been set aside and designated the Sea Pines Forest Preserve by the owner of such lands, Sea Pines Plantation Company, and provided that the

UEF

Sea Pines Forest Preserve would be divided into three zones, as above described, to include a Wildlife Habitat Zone, an Outdoor Recreation Zone, and an Environmental Protection and Sanitation Zone, with the Wildlife Habitat Zone to include not less than 65% of the total acreage of the Sea Pines Forest Preserve, and did establish certain permitted uses for such 572.649 acres; and

WHEREAS, the Sea Pines Forest Preserve covenants of June 29, 1970, did not grant to the public or to the owners of any surrounding or adjacent land the right to enter such Forest Preserve without the express permission of the Company, and provided that the right of the Company, its successors and assigns, to charge fees for such entry to aid in the annual maintenance costs to the Sea Pines Forest Preserve were expressly preserved; and

WHEREAS, the Company does herein establish procedures for modifications of the boundary lines of the Sea Pines Forest Preserve, providing such boundary line changes do not cause the Sea Pines Forest Preserve to be reduced in total size below the 572.649 acres as previously established, such provision for boundary line changes being consistent with the agreements with property owners reflected in the September 7, 1974 covenants; and the intent of the 1970 covenants; and

WHEREAS, the Company, reflecting the original intent of the Declaration of June 29, 1970, does herein establish certain procedures for fees and charges for certain permitted uses of the Outdoor Recreation Zone, the Wildlife Habit Zone, and the Sanitation Zone, and does herein define its intent as to the definitions of certain terms as used in the covenants of June 29, 1970; and

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WHEREAS, the Company does wish to establish certain noise restrictions and automobile traffic restrictions applying to certain uses permitted in the Outdoor Recreation Zone;

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the real property described in the plat recorded in Plat Book 18 at page 120 in the Office of the Clerk of Court, Beaufort County, containing 572.649 acres, together with such additional acreage which by Declaration may be designated as additional or substitute parts of the Sea Pines Forest Preserve, and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges, and liens (hereinafter sometimes referred to as "the covenants") hereinafter set forth.

ARTICLE I

WILDLIFE HABITAT ZONES

The Wildlife Habitat Zones which shall be not less than 65% of the minimum acreage of 572.649 acres, may not be used for "multiple outdoor recreation", "lake oriented activities", or "outdoor forest and meadow oriented activities" as defined herein which, pursuant to the covenants of June 29, 1970, were permitted in the Sea Pines Forest Preserve, and such Wildlife Habitat Zone may be used only for nature and wildlife studies, photography, biking, hiking, horseback riding, and scientific purposes which do not significantly harm the objective of preservation and protection of

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the natural habitats of the wildlife of Sea Pines Plantation.

ARTICLE II

USE OF THE OUTDOOR RECREATION ZONE
AND GENERAL DEFINITIONS

The following terms as used in the Sea Pines Forest Preserve covenants dated September 22, 1970, and used herein as permitted uses of the Outdoor Recreation Zone, are defined as set forth below, such definitions being considered neither a broadening nor a contraction of the scope of the uses permitted in the Outdoor Recreation Zone under the said Covenants of June 29, 1970.

a. "Multiple Outdoor Recreation" shall include gardening for vegetables and flowers, horseback riding and other equestrian activities and swimming, waterskiing, canoeing, boating, outdoor games and sports, nature study, photography, painting, picnics, jogging, paddle boating, water events, outdoor music festivals, pageants and entertainment events, cookouts, sugar cane grinding, shrimp boils, and other similar activities, including future new forms of outdoor recreation;

b. "Lake oriented activities" include swimming, water skiing, canoeing, fishing, boating, sailing, diving, water volleyball, water-based entertainment events, etc.

c. "Outdoor forest and meadow oriented recreation" shall include hiking, jogging, bike riding, picnicing, musical festivals, horseback riding, etc.

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d. "Structures necessary or appropriate for aid in implementing the stated objectives" shall include barns, stables, ecology interpretive centers, picnic areas, comfort stations, recreational equipment storage buildings, first aid stations, supporting utilities, parking and access roads and other structures reasonably necessary to facilitate the use of Outdoor Recreation Zone for multiple outdoor recreation, excluding, however, both commercial buildings and residential dwellings from the uses permitted in the Sea Pines Forest Preserve.

ARTICLE III

NOISE RESTRICTIONS

Notwithstanding any provisions of this Declaration of covenants, and notwithstanding any activity defined as being permitted as a Outdoor Recreation Activity in the preceding Article, any activity permitted within the Outdoor Recreation Zones which generates by its nature substantial noises and sounds, such as outdoor musical performances, small power boats, etc., shall be restricted in location to portions of the Outdoor Recreation Zones located at least 2,400 feet or more from the closest Sea Pines Plantation Class "A" single-family residential area existing on August 20, 1976. Sugar cane grindings and horse shows shall not be considered an activity producing substantial noises for purposes of this article. Any activity which

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produces substantial automobile traffic in the Outdoor Recreation Zone, other than sailing, outdoor games and sports, fishing and equestrian events, must likewise be located in a section of the Outdoor Recreation Zone located more than 2,400 feet from any Sea Pines Class "A" single-family residential area, and must be reached by access roads which do not require entrance through the Sea Pines gates and which do not provide vehicular access to the private "behind the gates" road system of Sea Pines Plantation.

ARTICLE IV

ENVIRONMENTAL PROTECTION AND SANITATION ZONES

The Environmental Protection and Sanitation Zones may be used for domestic waste treatment facilities, solid waste burial, water pumps and tanks, water and sewage pipes and lines, and all associated activities related to reduction of discharge into the salt water of the area of pollutants, and for activities associated with the reduction of discharge into the ambient air of contaminants from burning of solid waste, by means of ground burial of such solid refuse in the area of the Sea Pines Forest Preserve designated for Environmental Protection and Sanitation, which areas will be either converted into lakes or restored as meadows or forests with a plant or tree ground cover.

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The excavation of earth for fill construction site material and/or development of ponds and lakes shall be permitted in both the Outdoor Recreation Zones (to aid in multiple outdoor recreation) and in the Environmental Protection and Sanitation Zone. Excavation in the Wildlife Habitat Zone must, however, be limited exclusively to such excavation as is required to develop water holes for improvement of the area of the Wildlife Habitat, and other wildlife management purposes.

ARTICLE V

ENTRY CHARGES, EQUIPMENT RENTALS, ETC.

These covenants and restrictions do not grant to the public or property owners of any surrounding or adjacent land the right to enter such Sea Pines Forest Preserve without the express permission of the Company, its successors and assigns, and the right to charge fees for such entry to aid in the annual maintenance costs of the Sea Pines Forest Preserve is expressly reserved. In implementing such rights, obligations and restrictions the following provisions and definitions shall apply:

a. All fees collected for the sole purpose of entry and use of the Wildlife Habitat Zones for hiking, nature study, scientific study, photography, or other permitted uses, shall, less the cost of collection of such fees, be considered "entry fees" and be applied to annual maintenance costs of the Wildlife Habitat Zone, construction and improvement of hiking trails, wildlife observation areas, duck pond management, etc.

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b. Within the Outdoor Recreation Zone user charges (as distinguished from entry fees) may be levied for facilities provided , services rendered, etc. including trail horse rental, rental of boats, canoes, and other recreational equipment, etc. which may be rented for use in the Outdoor Recreation Zone. Organized event admission tickets and parking area charges may be required for events held in such Outdoor Recreation Zones. The percentage of such user charges and tickets which are to be classified for purposes of these Covenants and the Covenants of June 29, 1970 as an Outdoor Recreation Zone "entry fee" and paid to the trustee of the Sea Pines Plantation Maintenance Fund under the deed of trust established in March, 1976 shall be as set forth in (1), (2) and (3) below, and such percentage used by the trustees primarily for maintenance of and improvements to the Outdoor Recreation Zone, the Wildlife Habitat Zones, the Heritage Farm, and Lawton Pasture, with the balance of any such funds paid into the Trust as stipulated below which are determined by the Advisory Board as not being required for such purposes being applied for the general uses of the Trust.

1. 2% of all fees collected for horses used for trail rides within the Forest Preserve,for rental of garden plots and as horseshow entry fees and admission tickets within the Outdoor Recreation Zone shall be considered an "entry fee" to the Outdoor Recreation Zone and paid into the Trust Fund for the uses above described; a like 2% portion of any fees and charges for use of facilities for outdoor games and sports shall likewise be considered an "entry fee" and paid into such Trust Fund;

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2. 2% of all the powered boat, canoe, waterbike, sailboat and rowboat rental charges collected for rentals of equipment which is to be used on lakes within the Zone, even through rented at points lying outside the Outdoor Recreation Zone, shall be considered an Outdoor Recreation Zone "entry fee" and paid into the Trust Fund for the uses above described;

3. 2% of all meal charges and tickets for barbeques, shrimp boils, art shows, music festivals, outdoor exhibition events, and all other entertainments of any kind whatsoever held in the Outdoor Recreation Zone, shall be considered an Outdoor Recreation Zone "entry fee" under the Covenants of June 29, 1970, and paid into the Trust Fund for the uses above described.

The balance of all such user charges, trail horse rentals, canoe rentals, etc., collected shall not be considered a Forest Preserve "entry fee" and may be retained by the Company, its agents, successors and assigns.

ARTICLE VI

MODIFICATIONS TO BOUNDARIES

Modification of the boundaries of the Sea Pines Forest Preserve may be made by the Company so long as the size of the Forest Preserve is not reduced below 572.649 acres originally established in cumulative total of all boundary changes. Such modification of the boundaries may be effected by the filing of an appropriate plat or plats, along with a recorded Declaration providing for a substitution of land, provided, however, that any

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property added to the Forest Preserve as a substitution must be either immediately contiguous to a portion of the original 572 acres of such Preserve or be separated only by roads, power easements, water courses, and minor parcels of land, and the substituted portion must be suitable either as a wildlife habitat, an outdoor recreation zone, or an environmental protection and sanitation zone. Provided further, that no portion of the 65% of the original 572 acres of the Sea Pines Forest Preserve which may be designated on a plat filed subsequent to this date as forming a part of the Wildlife Habitat Zones of the Forest Preserve may be deleted from the Forest Preserve pursuant to this Article, even though other lands suitable as a Wildlife Habitat Zone are available for substitution therefor.

ARTICLE VII

HERITAGE FARM AND LAWTON STABLES

For purposes of determining what uses are permitted and what charges may be assessed on the lands of Lawton Stables and Heritage Farm in the event of apparent conflict between uses and admission tickets, rentals, permitted by this Declaration of Covenants and any other, including those of June 29, 1970, the covenants herein shall govern as to such Lawton Stables and Heritage Farm, such areas not being part of the original plat of 572.649 acres of the Sea Pines Forest Preserve, (which parcels according to limits as defined in subsequent Declarations are to be designated as additions to the Forest Preserve as substitution for lands of the Sea Pines-Forest Beach sewage treatment plant and associated ponds which are to be deleted from the Preserve).

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ARTICLE VIII

LEASES, LIENS, ETC.

Sea Pines Plantation Company reserves the right, fully and absolutely, to lease to responsible for profit organizations, under lease terms of up to 50 years, with appropriate renewal provisions, any existing or future portions of the Outdoor Recreation Zone such as the Heritage Farm, Lawton Stables, the barrow pit ponds and surrounding areas for multiple outdoor recreation and other uses permitted by these covenants and lease portions of the Environmental Protection and Sanitation Zones to the Sea Pines Public Service District, but no portion of the Wildlife Habitat Zone may be leased by the Company other than to a not-for-profit environmental conservation or wildlife protection organization or the Sea Pines Public Service District. The Company and all lessees, grantees, assigns, permittees, etc., of the Sea Pines Plantation Company shall be obligated in such leases to pay directly to the Trustees the percentage (2%) of certain revenues as set forth above in Article V, beginning January 1, 1977.

Nothing contained herein shall be construed to prohibit the Company or any lessee of the Company from giving security mortgages for new and adequate consideration on lands of the Outdoor Recreation Zone for purposes of providing security for loans for investments in the construction, etc. of permitted improvements in the Outdoor Recreation Zones, the Environmental Protection and Sanitation Zone. The mortgagee or grantee of such liens and mortgages shall, however, acquire only such rights of use of such land as are provided in these Covenants as herein set forth, or as set forth in the Covenants dated June 29, 1970, and shall be subject to the Trust Fund payments as described herein.

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ARTICLE IX

GENERAL PROVISIONS

The Covenants and restrictions of this Declaration shall run with and bind the land, and shall enure to the benefit of and be enforceable by the Company, its respective legal representatives, successors and assigns, and by the Association of Sea Pines Property Owners, Inc., and its successors, for a period of 25 years from the date this Declaration is recorded. Upon the expiration of said 25-year period, this Declaration shall be automatically renewed and extended for successive 10-year periods. The number of 10-year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended from the expiration of each 10-year renewal period; provided, however, that this agreement can be modified, changed or terminated when such change is approved by the Company and the participating property owners pursuant to referendum held as provided in the Declaration of Covenants on the Seventh day of September, 1974.

Enforcement of the Covenants shall be by any proceeding at law and equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain the violation or to recover damages, and against the land, and failure by any participating property owner or the Company to enforce any covenant or restriction herein contained for any period shall in no event be deemed to waiver or estoppel of the right to enforce the same thereafter.

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Chas E Hose.

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ARTICLE X

EFFECTIVE DATE

The effective date as to these covenants shall be the date of filing, except as to the 2% fees on horse rentals set forth in Article V, which fees shall become effective on the expiration of any leases to stable operators existing at the time of filing.

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IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this instrument to be executed the day and year first above written pursuant to resolution duly and unanimously adopted by its Board of Directors.

SEA PINES PLANTATION COMPANY

Charles E. Fraser
Chairman of the Board

Charles A. Scarminach
Secretary

James W. Light
President

Marie C. Brannon
Doris L. Miller

Marie C. Brannon
Doris L. Miller

Marie C. Brannon
Doris L. Miller

1946

PROBATE

PERSONALLY appeared before me Dawn L. Miller, who being duly sworn, deposes and says that she saw Sea Pines Plantation Company, by Charles E. Bates, its Chairman and by Charles A. Scarminach, its Secretary, sign the within Declaration, and the said corporation by said officers sealed said Declaration, and as their act and deed deliver the same and that she with Marie C. Brannen witnessed the execution thereof.

Dawn L. Miller

SWORN to before me this 7th day of December, 1976.

Louise B. Williams
Notary Public for South Carolina
My Commission Expires:
My Commission Expires February 24, 1981

Frank Lewis's SPPCo.

FILED AT 9:45 O'CL CK
BEAUFORT COUNTY S. C.
FEB 2 1977
RECORDED IN BOOK 344 PAGE 1331
Charles Carson, Jr.
CLERK OF COURT OF COMMON PLEAS

249/1960

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SECOND ADDENDUM TO DECLARATION OF COVENANTS AND RESTRICTIONS BY THE SEA PINES PLANTATION COMPANY DATED SEPTEMBER 7, 1974 AND RECORDED ON OCTOBER 17, 1974

CORRECTION OF RECORDING INFORMATION OF AN OPEN SPACE PLAT OF GREENWOOD GATE VILLAS, SEA PINES PLANTATION

WHEREAS, the Declaration of Covenants and Restrictions of the Sea Pines Plantation Company was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 224 at Page 1036 on October 17, 1974; and

WHEREAS, it was provided in Article II of said Declarations that "Plats currently available will be filed with these Covenants (see Exhibit B hereto)"; and

WHEREAS, the original Exhibit B to said Declarations incorrectly listed the recording data of the Greenwood Gate Villas open space as being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 22 at Page 200, instead of at Page 202, by virtue of a typographical error; and

WHEREAS, the Sea Pines Plantation Company desires to correct said error;

NOW, THEREFORE, the correct recording date of the Greenwood Gate Villas open space, that being Plat Book 22 at Page 202 of the Office of the Clerk of Court for Beaufort County, South Carolina, is hereby made an addendum to Exhibit B of said Declaration.

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY, by its duly authorized officers, has caused this instrument to be executed and its corporate seal to be hereto affixed, as of this 27th day of June, 1977.

IN THE PRESENCE OF:

Barbara T. Richardson

Susan M. Braman

SEA PINES PLANTATION COMPANY

BY: [signature] Its Vice President

ATTEST: Charles A. Scarminach Its Secretary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me BARBARA T. RICHARDSON who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY, by James M. Rester, its Vice-President, and by CHARLES A. SCARMINACH, its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with SUSAN M. BRAMAN witnessed the execution thereof.

Barbara T. Richardson

SWORN to before me this
27th day of JUNE, 1977.

Susan M. Braman
Notary Public for South Carolina
My Commission Expires: 8/23/84

H.H. Plant Co.

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
2:30 O'CL CK P. M	JUN 28 1977	249 PAGE 1960

Marion H. Fowler
CLERK OF COURT OF COMMON PLEAS
D.C.

CERTIFIED A TRUE COPY
Jennifer Harriott Clerk
FLOYD N. DALTON
Register of Mesne Conveyance

1924

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

Revenue Stamps Collected
$3,697.65
Beaufort County, S.C.

KNOW ALL MEN BY THESE PRESENTS, That SEA PINES PLANTATION COMPANY, a corporation duly organized and existing under the laws of the State of South Carolina, and having its principal offices and place of business on Hilton Head Island, Beaufort County, South Carolina, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration to it in hand paid at and before the sealing of these Presents, by THE CITIZENS AND SOUTHERN NATIONAL BANK and BARNETT BANK OF JACKSONVILLE, N.A., c/o The Citizens and Southern National Bank, Post Office Box 9586, Savannah, Georgia 31402, the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and RELEASED, and BY THESE PRESENTS DOES GRANT, BARGAIN, SELL and RELEASE unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK and BARNETT BANK OF JACKSONVILLE, N.A., their successors and assigns, forever, the property described in Exhibit "A" attached hereto and, by reference, made a part hereof.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK and BARNETT BANK OF JACKSONVILLE, N.A., their successors and assigns, forever, subject, however,

(a) to an indebtedness in the approximate amount of THREE MILLION THREE HUNDRED SIXTY ONE THOUSAND THREE HUNDRED SIXTY THREE AND 91/100 ($3,361,363.91) DOLLARS, including principal and interest, evidenced by Promissory Notes to the NORTH CAROLINA NATIONAL BANK and other payees, and a Mortgage, now a lien upon said

granted Premises, which Mortgage is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Mortgage Book 178 at Page 2006. No merger of the lien created by the aforesaid Mortgage with the title conveyed hereunder is intended hereby.

(b) to any taxes and liens as are presently outstanding for the year 1977.

(c) to any easements of record.

(d) to those covenants and restrictions recorded at Book 224 at Page 1036, and the Declaration of Covenants of Lighthouse Beach Company recorded at Book 176 at Page 203 in the Office of the Clerk of Court for Beaufort County, South Carolina.

(e) as to those parcels described herein as 1.81 acres, 2.97 acres, and 0.63 acres, as shown on the Plat entitled: "A Plat of the Beachcomber Club, A Section of Sea Pines Plantation", dated July 2, 1974, to the Declaration of Covenants and Restrictions of the Sea Pines Plantation Company attached hereto at Exhibit "B".

(f) as to that parcel described herein as Beachcomber Club, containing 15.920 ~~acres~~ acres, as shown on the above referenced plat, to a restriction upon Grantee that no part of the property conveyed hereby may be developed and improvements constructed thereon or reconveyed prior to the imposition by Grantee of either the standard form Class "A" Covenants, as such are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina at Book 173 at Page 46, as amended, or the standard form Class "B" Covenants, as such are recorded in said Clerk's Office, at Book 124 at Page 35, as amended, of Sea Pines Plantation Company, according to whether the parcels conveyed hereby shall be used for single-family residential units, in which case

the Class "A" Covenants will be imposed, or construction of multi-family residential units, in which case the Class "B" Covenants will be imposed.

(g) as to that parcel described herein as Beachcomber Club, containing 15.920 acres, as shown on the above referenced plat, Grantee may construct or permit to be constructed up to but not more than 80 condominium or multi-family units.

(h) as to those parcels described herein as 1.81 acres, 2.97 acres, and 0.63 acres, as shown on the above referenced plat, Grantee may not construct or permit to be constructed residential housing units of any kind.

AND SEA PINES PLANTATION COMPANY does hereby bind itself, its Successors and Assigns, to warrant and forever defend all and singular, the said Premises unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK and BARNETT BANK OF JACKSONVILLE, N.A., their successors and assigns, against itself, its Successors and Assigns, and any other person whomsoever lawfully claiming or to claim the same, or any part thereof.

THE PROPERTY conveyed herein is a portion of that same property conveyed by Deed to SEA PINES PLANTATION COMPANY, dated May 15, 1961, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 107 at Page 115.

THE WITHIN DEED was prepared in the Legal Department of SEA PINES PLANTATION COMPANY, by Charles A. Scarminach, Esquire.

IN WITNESS WHEREOP, SEA PINES PLANTATION COMPANY has caused these Presents to be executed in its name and its corporate seal to be hereto affixed this 5th day of October, in the Year of our Lord One Thousand Nine Hundred Seventy-

Seven and in the Two Hundred Second Year of the Sovereignty 1927
and Independence of the United States of America.

IN THE PRESENCE OF: SEA PINES PLANTATION COMPANY (Seal)

Ruth Ann Kleinsteuber BY: V-Pres.

Barbara T. Richardson ATTEST: Secretary



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me Ruth Ann Kleinsteuber and made oath that (s)he saw the within named SEA PINES PLANTATION COMPANY, by James M. Lester, its Vice President, and by Charles A. Scarminach, its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Barbara T. Richardson witnessed the execution thereof.

Ruth Ann Kleinsteuber

SWORN to before me this 5th day of October, 1977.

Barbara T. Richardson
Notary Public for South Carolina
My Commission Expires: 7-25-84





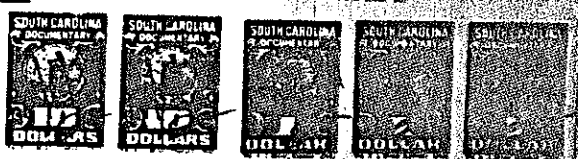


EXHIBIT "A"

ALL those four (4) certain pieces, parcels or tracts of land, situate, lying and being in the SOUTH BEACH area of Sea Pines Plantation, on Hilton Head Island, County of Beaufort and State of South Carolina, composed of and designated as BEACHCOMBER CLUB, containing 15.920 acres, a tract of 1.81 acres designated N/F LIGHTHOUSE BEACH COMPANY, a tract of 2.97 acres designated N/F LIGHTHOUSE BEACH COMPANY, and a tract of 0.63 acres designated SOUTH SEA PINES DRIVE 50' R/W, on a Plat of the Beachcomber Club, prepared by Forrest L. Baughman, R.L.S., dated July 2, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 46, and having such shapes, sizes, bearings and measurements as shown on said Plat, which Plat is hereby incorporated by reference and made a part and parcel hereof. Said property is bounded on the West, Northwest, and North by the mean high water of Calibogue Sound; on the East by the mean high water mark of Braddock Cove and Bluff Apartments; and on the South by Bluff Apartments and Sound Villas, all as shown on said Plat. In the event of discrepancy between acreages, bearings, measurements and boundaries, boundaries shall control.

Beaufort County Tax Map Reference
Map 22 Parcel 124 Blk 000 Dist 520

EXHIBIT "B"

DECLARATION OF COVENANTS AND RESTRICTIONS

BY SEA PINES PLANTATION COMPANY

1929

THIS DECLARATION, made this 22nd day of September 1977, by SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina, hereafter sometimes referred to as the "Company",

- W I T N E S S E T H -

WHEREAS, the Company has developed a planned community known as Sea Pines Plantation with certain facilities, amenities, parks, recreational areas and open spaces for the use and benefit of property owners within such community, for use by vacationing owners of property and other resort visitors, and for the use and benefit of the Company, its guests, invitees, licensees, successors and assigns.

NOW, THEREFORE, the Sea Pines Plantation Company does hereby declare the covenants contained herein shall be covenants running with the land and shall apply only to three parcels of 1.81 acres, 2.97 acres, and 0.63 acres, as shown on the Plat entitled: "A Plat of the Beachcomber Club, A Section of Sea Pines Plantation" dated July 2, 1974 and said 5.41 acres of such three parcels shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens (hereinafter referred to as covenants) hereinafter set forth.

ARTICLE ONE

The uses of the 5.41 acres shall be limited to the following purposes:

One: For all required roads necessary to reach the adjacent 15.920 acres and paved or permanent parking areas not to exceed the parking area required for 100 automobiles.

Two: A rectangular area equal in size to a regulation soccer field shall be maintained as an open sports and recreational area with a grassed surface suitable for athletic, sports and recreational use such as soccer, touch football, soft ball, kite

flying, music festivals, frisbee, picnics, and parking for occasional special events.

Three: Subject to all regulations and permit requirements of Federal, State and local authorities and subject to the consent of the Company, a dock or pier may be constructed from such 5.41 acres into Caliboque Sound for purposes of sport and recreational fishing, docking for excursion and site-seeing vessels, and similar uses, providing (a) all plans and specifications for such dock and any ancillary facilities, including parking, on-shore support buildings, etc., are submitted to the Company for Company approval as to architecture and design, and (b) the sponsor has secured the approval of a majority of the owners of improved dwellings within 1,000 feet of the dock site, and submitted evidence thereof to the Company.

Four: An executive par-3 golf course, or golf driving range, operated for commercial profit or club use, and lighted by unobtrusive low intensity lighting, may be constructed within the site, provided the design and lighting plans therefor have been submitted to, and approved by the Company.

Five: Buildings in the nature of beach and pool bathhouse facilities, sports equipment storage, swimming pool filtering and pumping station enclosures, sports, outdoor cook-out support buildings for barbeques, fish fries, shrimp boils, and similar outdoor eating arrangements, non-profit clubhouse buildings for fishing, yacht and sailing clubs, and support facilities for three par golf facilities, may be erected on the property providing the plans thereof have been submitted to and approved by the Company as being in conformity with the architectural standards for the South Beach area.

Six: Not over 20% of the pine trees, five inches and larger in diameter, four feet above the ground, may be removed for construction or implementation of any permitted uses recited in these covenants except when killed by purely natural causes

such as lightning and beetles, and great care shall be taken in any construction activities to avoid direct or indirect damage to such trees, their root structure or chances of healthy survival, or smothering of root structure, with fill overlay or other substances. 1931

Seven: Club or condominium regime-owned swimming pools may be constructed on the site if opportunities for use of such facilities are extended to all residents within one-half mile of such facilities on an equal basis at uniform rates and charges. Commercial swimming pools may be constructed if opportunities for use of such facilities are extended to property owners of Sea Pines Plantation, their guests, overnight resort guests within Sea Pines Plantation, and guests of the Hilton Head Inn/Seascape at uniform rates and charges.

ARTICLE TWO

Notwithstanding any provisions of this Declaration of Covenants any activity in the 5.41 acres of the park which generates substantial noises and sounds between dusk or nightfall and 9:00 A.M. in the morning, shall be prohibited as a nuisance to the residents of the nearby residential dwellings.

ARTICLE THREE

These convenants and restrictions do not grant to the public or property owners of any surrounding or adjacent land the right to enter such 5.41 acres without the express permission of the owner or lessee.

In the event improvements are made to the 5.41 acres, or any part thereof, entry fees, use fees, and maintenance fees may be charged for use of any facilities constructed subsequent to October 1, 1977 in an amount reasonably necessary to cover all operating expenses, taxes, interest on funds borrowed for improvements and amortization of costs of improvements, and provide an average net profit over the life of the project not in excess of 8% of gross revenues. Provided, however, no

part of the land or facilities covered by these covenants may be opened for use by the general public and shall be limited to property owners of Sea Pines Plantation, their guests, overnight resort guests within Sea Pines Plantation, and guests of the Hilton Head Inn/Seascape. 1932

ARTICLE FOUR

By mutual agreement between the Company and the owner or lessee of the park covered by these covenants, additional uses of a non-residential nature may be authorized by written declaration of the Company and the owner filed for public record in Beaufort County. Such extension of uses may not, however, include single or multiple family dwellings, motels, hotels, camps, tents, or sleeping accommodations of any kind and may not include retail sales areas containing in total more than 2,000 square feet of enclosed area.

ARTICLE FIVE

The owner of the park covered by these covenants, its successors or assigns, or any lessee therefrom, shall contribute annually to the Community Fund in Sea Pines Plantation, as defined in the Declaration of Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224, at 1036, one-half (1/2) of one (1%) percent of the gross revenue derived from the property, subject to any adjustments as permitted under said Declaration of Covenants.

FILED AT 2:15 O'CLOCK P M
BEAUFORT COUNTY S. C.
OCT 10 1977
RECORDED IN BOOK 224 PAGE 1932
CLERK OF COURT OF COMMON PLEAS

255/R55

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

THIRD ADDENDUM TO DECLARATION OF COVENANTS AND RESTRICTIONS BY THE SEA PINES PLANTATION COMPANY DATED SEPTEMBER 7, 1974, AND RECORDED ON OCTOBER 17, 1974.

R255

ADDITION OF NEW PLAT INDICATING LAGOONS NOT FULLY SHOWN ELSEWHERE

WHEREAS, the Declaration of Covenants and Restrictions of the Sea Pines Plantation Company was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036 on October 17, 1974; and

WHEREAS, it was provided in Article II of said Declaration that "Plats currently available will be filed with these Covenants (see Exhibit B hereto)"; and

WHEREAS, Article II A.(1) defined the term "Drain" as including, but not limited to, ditches and lagoons; and

WHEREAS, Article II B.(1) of the said Covenants provided that Sea Pines Plantation Company shall have the right to provide and insure adequate drainage ways, canals or lagoons; and

WHEREAS, Section II B.(4) of the said Covenants provided that Sea Pines Plantation Company reserve unto itself, its successors and assigns, a perpetual, alienable easement and right on, and over the ground to do certain items for the conveyance and use of water or other public conveniences or utilities on lands in designated areas and that Sea Pines Plantation Company may also cut drainways for surface water wherever and whenever such action may appear to be necessary all as provided therein; and

WHEREAS, certain lagoon, drainage areas, canals, etc. are located upon the area known as the ninth tee and green of the Sea Marsh Golf Course and that said lagoons, canals, drainage areas, etc. are also extended and are located upon property identified as Forest Lagoon Estates all as may be shown on a plat dated August 4, 1977, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 26 at Page 67; and

WHEREAS, in order to service, maintain, construction, and repair the said lagoons not only upon Sea Marsh Golf Course but the portions thereof

that extend onto Forest Lagoon Estates a certain Lagoon Maintenance Easement dated October 10, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 255 at Page 1251 has been entered into which said Lagoon Maintenance Easement is incorporated herein by this reference thereto; 1256

WHEREAS, Sea Pines Plantation Company desires to correct and add to the Covenants the lagoon areas as shown on the ninth tee and green areas of Sea Pines Golf Course and those portions thereof which extend into Forest Lagoon Estates; and

NOW, THEREFORE, Sea Pines Plantation Company hereby does the following:

1. Incorporates herein as an integral part hereof the above "Whereas" paragraphs; and

2. Amends, changes, modifies, and adds to the above referred to Covenants the above referred to Lagoon Maintenance Easement; and

3. Amends, changes, modifies and adds to the above referred to Covenants the plat in Book 26 at Page 67 and so much thereof as shows lagoons, drainage ways, or canals; and

4. Except as previously modified or added to or changed the undersigned hereby restates and re-affirms the within mentioned Covenants.

IN WITNESS WHEREOF, Sea Pines Plantation Company, by its duly authorized officers, has caused this instrument to be executed and its corporate seal to be hereto affixed, as of this 21st day of October, 1977.

WITNESSES:

Susan M. Beaman

Barbara J. Richardson

SEA PINES PLANTATION COMPANY

By:

Attest

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

1257

PERSONALLY appeared before me BARBARA T. RICHARDSON who, on oath, says that s/he saw the within named SEA PINES PLANTATION COMPANY by JAMES M. RESTER its VICE-PRESIDENT sign the within Instrument, and CHARLES A. SCARMINACH its SECRETARY attest the same, and the said Corporation, by said officers, seal said Instrument, and, as its act and deed, deliver the same, and that s/he with SUSAN M. BEAMAN witnessed the execution thereof.

Barbara T. Richardson

SWORN to before me this 21st day of October, 1977.

Susan M. Beaman (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/23/84

808-9

FILED AT 3:45 OCT 21 1977 IN BOOK 255 PAGE 1255

William J. Ogden
CLERK OF COURT BEAUFORT COUNTY, SOUTH CAROLINA

92

DSDN&S/HLN

F. 253

DECLARATION OF COVENANTS AND RESTRICTIONS
BY SEA PINES PLANTATION COMPANY

THIS DECLARATION, made this 22nd day of December, 1977, by SEA PINES PLANTATION COMPANY, a corporation organized and existing under laws of the State of South Carolina, hereinafter sometimes referred to as the "Company";

W I T N E S S E T H:

WHEREAS, the Company has developed a planned community known as Sea Pines Plantation with certain facilities, amenities, parks, recreational areas and open spaces for the use and benefit of property owners within such community, for use by vacationing owners of property and other resort visitors, and for the use and benefit of the Company, its guests, invitees, licensees, successors and assigns; and

WHEREAS, by Deed of even date herewith, the Company has acquired certain property in Sea Pines Plantation from Central Real Estate Investments, Inc. ("CREI"); and

WHEREAS, the Company now desires to impose additional covenants and restrictions on the aforesaid property acquired from CREI in order to protect and maintain that property for the purposes hereinabove provided;

NOW, THEREFORE, the Sea Pines Plantation Company does hereby declare the covenants contained herein shall be covenants running with the land and shall apply only to that parcel of land containing approximately 3.2 acres, as more and particularly described at Exhibit "A" hereto, (hereinafter referred to as the "Beach Club Site"), and said parcel shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens (hereinafter referred to as "Covenants") hereinafter set forth.

ARTICLE ONE

The uses of the Beach Club Site shall be limited to the following purposes:

One. The use of the Beach Club Site shall include, but not be limited to, a point of access to the wet beach owned by the State of South Carolina for the benefit of all owners of property within Sea Pines Plantation; their bona fide overnight house guests; day guests of property owners not exceeding in number per day five (5) guests for each bedroom in such owner's dwelling place within Sea Pines; guests, invitees and licensees of the Sea Pines Plantation Company; overnight guests in rental or resort accomodations within Sea Pines Plantation, or at the Hilton Head Inn/Seascape Villas; vessels docked at Harbour Town or South Beach Marinas; members of the Sea Pines Plantation Club; owners of property within Hilton Head Plantation, provided rights of access to resort amenities of said Hilton Head Plantation of comparable utility are made available to owners of property in Sea Pines Plantation, it being understood that this right of access to the beach over and through the Beach Club Site shall not include the general public, and general public use of the Beach Club Site is expressly prohibited.

Two. Such right of access shall be over well-marked and safely maintained pathways and walkways inter-connected with the parking lots of the nearby Sea Pines Plantation Club; and over a bikeway connected to the Sea Pines Plantation bike trail system.

Three. A minimum of 50 free automobile parking spaces shall be maintained on the Beach Club Site, such parking spaces to be available for use by any person or persons properly having a right of access to the beach as described in paragraph one of this Article, with such parking lot being available for use not less than eight (8) hours per day at least eight (8) months a year.

1358 RV-2

Four. Without interference with such clearly marked, non-motorized bicycle and pedestrian paths of access to the beach, 20% of the site may be used for "constructed improvements" built in a manner appropriate to the site conditions, Sea Pines architectural standards and forms, and the changing tastes and needs of residents and resort guests as evaluated by the owner, and the limitations on site use as imposed herein. "Constructed improvements" may include swimming pools; soaking and therapy pools; water volleyball pools; fountains; beach lounge areas; sun shelter areas; playgrounds; food and beverage facilities; dancing and entertainment facilities; sailing facilities; toilets, locker and dressing rooms; administrative offices for the beach club, first aid facilities, sundries and beachgear shops, etc. Parking facilities shall not be considered as "constructed improvements".

Five. Not over 50% of the pine trees, eight inches and larger in diameter, four feet above the ground, now existing on the site on the date of this covenant, may be removed for construction or implementation of any permitted uses recited in these Covenants, except when killed by purely natural causes such as lightning and beetles, and reasonable care shall be taken in any construction activities to avoid direct or indirect damage to such trees, their root structure or chances of healthy survival, or smothering of root structure, with fill overlay or other substances.

Six. Commercial swimming pools may be constructed on the site if opportunities for use of such facilities are extended to property owners of Sea Pines Plantation, their guests, overnight resort guests, within Sea Pines Plantation, and guests of the Hilton Head Inn/Seascape Villas at uniform rates and charges.

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ARTICLE TWO

No noxious or offensive activity shall be carried on upon the Beach Club Site, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

ARTICLE THREE

These Covenants and restrictions do not grant to the public or property owners of any surrounding or adjacent land the right to enter the Beach Club Site without the express permission of the owner or lessee, except for the walkway access areas as described in Article One, Section One hereof, and the "minimal facilities" described in Article Four.

In the event improvements are made to the Beach Club Site, or any part thereof, entry fees, use fees, and maintenance fees may be charged for use of any facilities constructed subsequent to October 1, 1977, other than walkways providing wet beach access and the "minimal facilities" described in Article Four, in an amount reasonably necessary to cover all operating expenses, taxes, interest on funds borrowed for improvements, and amortization of costs of improvements, and provide an average net profit over the life of the project not in excess of 8% of gross revenues.

1356 PG 21

ARTICLE FOUR

The Sea Pines Plantation Company hereby undertakes an affirmative obligation to construct on the site within two years "minimal facilities" as described in this Article, and thereafter maintain such "minimal facilities" in good order and repair for 50 years thereafter. "Minimal facilities" are defined as restrooms and dressing rooms, beach shade, and picnic facilities at least comparable in size and quality to the facilities known as the "Turtle Lane Cabanas" located on the date of these Covenants within 600 feet of the Beach Club Site restricted by these Covenants running with the land.

ARTICLE FIVE

The Beach Club Site may not be used for single or multiple family dwellings, motels, hotels, camps, tents, or sleeping accomodations of any kind. It may not include retail merchandise areas having a square footage of floor surface more than seven (7%) percent of the square footage of the surface area of "constructed improvements" as defined herein.

ARTICLE SIX

The owner of the property covered by these Covenants, its successors or assigns, or any lessee therefrom, shall contribute annually to the Community Fund in Sea Pines Plantation, as defined in the Declaration of Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224, at Page 1036, one-half (½) of one (1%) percent of the gross revenue derived from the property, subject to any adjustments as permitted under said Declaration of Covenants.

1356 PAGE 21

IN WITNESS WHEREOF, SEA PINES PLANTATION COMPANY, by its duly authorized officers, has caused this instrument to be executed and its Corporate Seal to be hereto affixed, as of the date first above written.

IN THE PRESENCE OF:

Judy T. Hope

Jeanne Cannell

Edward L. Sinn III

SEA PINES PLANTATION COMPANY

BY: Charles E. Fraser

ATTEST: Rebecah M. Ferguson

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Edward L. Sinn III, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY, by Charles E. Fraser, its Chmn. of The Board, and by Rebecah M. Ferguson, its Ass't Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Judy T. Hope witnessed the execution thereof.

Edward L. Sinn III

SWORN to before me this 22nd day of December, 1977.

Notary Public for South Carolina
My Commission Expires: 12/13/81

1356 PAGE 21

ALL that certain piece, parcel or tract of land situate, lying and being within Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina, known and described as a 3.20 acre portion of a 16.80 acre tract, more or less, so described 3.20 acre parcel shown and designated on a plat entitled "A Plat of 13.60 Acres, A Section of Sea Pines Plantation, Hilton Head Island, South Carolina" prepared by Thomas and Hutton Engineering Company, Savannah, Georgia, dated December 16, 1977, and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 26 at Page 130. For a more detailed and accurate description as to location, courses, metes, bounds, etc. reference to said plat of record is craved.

THIS being the same piece of property or a portion thereof conveyed to Central Real Estate Investments, Inc. by deed from Sea Pines Plantation Company dated December 18, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 226 at Page 1596.

00540

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
3:50 O'CLOCK	DEC 29 1977	258 PAGE
P M		253

CLERK OF COURT OF COMMON PLEAS

273/432

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

FOURTH ADDENDUM TO DECLARATION OF COVENANTS AND RESTRICTIONS BY THE SEA PINES PLANTATION COMPANY DATED SEPTEMBER 7, 1974, AND RECORDED ON OCTOBER 17, 1974.

ADDITION OF NEW PLAT MODIFYING A PRIOR PLAT OF GULL POINT AND AUDUBON POND OPEN SPACE RECORDED IN PLAT BOOK 23 AT PAGE 64

WHEREAS, the Declaration of Covenants and Restrictions of the Sea Pines Plantation Company was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 224 at Page 1036 on October 17, 1974; and

WHEREAS, it was provided that Article II of said Declaration that "Plats currently available will be filed with these Covenants (See Exhibit B hereto)"; and

WHEREAS, Article II also provided that a map filed with the Association of Sea Pines Plantation Property Owners, Inc. was to serve as a guide for determining the areas subject to these Covenants until the designated areas, not then shown on maps suitable for recording, could be platted, and those plats filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, Article II B.(5) reserved to the Sea Pines Plantation Company the right to make minor changes in the open space areas referred to in the plats referenced in that document, together with plats referenced in addendums or supplements to that document; and

WHEREAS, the Sea Pines Plantation Company subsequently filed the open space plat designated as "a Plat of Gull Point and Audubon Pond Open Space" (which is recorded in the Public Records of Beaufort County, South Carolina, in Plat Book 23 at Page 64) and incorporated this plat in that Declaration as part of an Addendum to the original document's Exhibit B - with the Addendum being dated December 1, 1975 and filed for record in Deed Book 234 at Page 1416, in the Public Records of Beaufort County, South Carolina; and

WHEREAS, the Sea Pines Plantation Company subsequently recognized the desirability of making certain modifications in the open space areas designated on said Plat, recorded in the Public Records of Beaufort County, South Carolina, in Plat Book 23 at Page 64 (under the guidelines authorized by the original Declaration of Covenants and Restrictions dated September 7, 1974 and recorded on October 17, 1974), and subsequently implemented this change by making certain revisions on the Gull Point and the Audubon Pond Open Space Survey, recorded in Plat Book 23 at Page 64, with this revision being dated January 20, 1976 and recorded on January 29, 1976, in the Public Records of Beaufort County, South Carolina, as a Plat entitled "A Plat of Gull Point and Audubon Pond Open Space"; said Plat being filed in Plat Book 24 at Page 79; and

NOW, THEREFORE, Sea Pines Plantation Company hereby does the following;

1. Incorporates herein as an integral part hereof the above "Whereas" paragraphs; and

2. Amends, changes, modifies and adds to the above referred to Covenants, the revised Plat dated January 20, 1976, and subsequently recorded in the Public Records of Beaufort County, South Carolina, in Plat Book 24 at Page 79; and

3. Amends, changes, modifies and adds to the above referred to "Exhibit B" of the original Covenants and Declarations referenced above, the Plat Entitled "A Plat of Gull Point and Audubon Pond Open Space" dated January 20, 1976 and recorded in the Public Records, in Plat Book 24 at Page 79; and

4. Except as previously modified or added to or changed, the undersigned hereby restates and reaffirms the within-mentioned Covenants.

IN WITNESS WHEREOF, Sea Pines Plantation Company, by its duly authorized officers, has caused this instrument to be

executed and its corporate seal to be hereto affixed, as of this 10th day of November, 1978.

WITNESSES:

Anne Blocker

Sara A Parker

SEA PINES PLANTATION COMPANY

BY: William E. Workman

ATTEST: Charles A. Scarminach
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me ANNE BLOCKER who, on oath, says that (s)he saw the within-named SEA PINES PLANTATION COMPANY by William E Workman its Vice President sign the within instrument, and Charles A. Scarminach its Secretary attest the same, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that (s)he with SARA A PARKER witnessed the execution thereof.

Anne Blocker

SWORN TO before me this 10th day of November, 1978.

Sara A Parker
Notary Public for South Carolina
My Commission Expires: 1/10/85

We the undersigned SEA PINES PLANTATION PROPERTY ADVISORY BOARD hereby acknowledge the above referred to document this 23 day of October, 1978.

William J. Stephens

Thomas A. Tallyn

Viola M. Heberman

Thomas

FILED AT 2:00 O'CLOCK P.M. BEAUFORT COUNTY S. C. NOV 20 1978 RECORDED IN Book 273 Page 432

Rosanne W. Bundy DC
CLERK OF COURT OF COMMON PLEAS

-3-

DECLARATION OF COVENANTS AND RESTRICTIONS WHICH PROVIDE FOR THE FIRST ADDITIONS OF ACREAGE TO THE 572.649 ACRES OF SEA PINES FOREST PRESERVE INCREASING ITS SIZE TO 605.78 ACRES, AND ADDITIONS TO OPEN SPACE WHICH, WHEN ADDED TO PRIOR DEDICATIONS, COVER 1,292 ACRES OF PROPERTY

This Declaration, made the 29th day of October 1979 by Sea Pines Plantation Company, a South Carolina corporation, hereinafter called "The Company".

W I T N E S S E T H:

WHEREAS, the Company is the owner of substantial real property on Hilton Head Island, South Carolina and has created a planned community known as Sea Pines Plantation with certain facilities, amenities and services available at rates established from time to time for the use and benefit of property owners within such community and for the use and benefit of the Company, its resort guests, invitees, licensees, successors, and assigns; and

WHEREAS, the Company desires to continue to provide for the preservation of the community quality of Sea Pines Plantation and to assist in assuring the attractiveness of the community to all age groups, and in furtherance of these objectives has subjected various parcels of the real property of Sea Pines Plantation to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens for the benefit of said property, for the benefit of owners of homes, villas, and homesites within Sea Pines Plantation, their guests and tenants, and for the benefit of

the Company, its guests, invitees, licensees, successors and assigns; and

WHEREAS, the land use restrictions, covenants and affirmative obligations affecting the Sea Pines Forest Preserve, as recorded in Book 175 at page 113 dated June 29, 1970 (the "1970 Covenants"), provided that the 572.649 acres had been set aside and designated "Sea Pines Forest Preserve" by the owner of such lands, Sea Pines Plantation Company, and provided that the Sea Pines Forest Preserve would be divided into three zones by the Company, to include a Wildlife Habitat Zone, an Outdoor Recreation Zone, and an Environmental Protection and Sanitation Zone, with the Wildlife Habitat Zone to include not less than 65% of the total acreage of the Sea Pines Forest Preserve, and with both multiple outdoor recreation and environmental protection/sanitation permitted in the remaining 35% of such 572.649 acres; and

WHEREAS, the Company did by declaration made the 7th day of September, 1974 establish additional covenants, such Declaration by the Company being recorded in Deed Book 224 at page 1036 (the "1974 Covenants"), affecting various park and conservancy areas and beach trust areas, etc., which September 1974 covenants being established with the concurrence and approval of 79.3% of residential property owners within Sea Pines Plantation, an extract from which is quoted below; and

WHEREAS, neither the Sea Pines Forest Preserve convenants of June 29, 1970 nor the September 7, 1974 covenants granted to the public or to the owners of any surrounding or adjacent land the right to enter such 572.649 acre Sea Pines Forest Preserve without the express permission of the Company, and provided in the 1970 covenants the right of the Company, its successors and assigns to charge fees for such entry to aid in the annual maintenance costs to the Sea Pines Forest Preserve, and all such rights being reserved again by this Declaration; and

WHEREAS, Article II, Paragraph 7 of the 1974 Covenants provided in its entirety as follows:

"(7) Conservancy and Open Space

"'Conservancy and Open Space' as used herein shall mean lands covered by natural vegetation or water, including lakes, lagoons and acres built up by spoil operations. These areas designated on recorded plats as Conservancy and Open Space areas shall remain in an undeveloped condition, free of homes and commercial structure, and managed in a way designed to preserve a balanced wildlife population consistent with sound conservation practices subject only to the exceptions noted herein. Conservancy and open space areas may include, but shall not be limited to agricultural, horticultural and horse stable areas, provided such areas are well planted in trees and shrubs, together with pasture and farm land and which can attract birds and provide grazing for

horses and cows, etc.

"Not less than 1,292 acres of land within Sea Pines Plantation shall be designated for use as conservancy and open space.

"Included in the 1,292 acres of conservancy and open space areas are 576 acres more or less which have been previously designated as the Sea Pines Forest Preserve. Nothing contained herein is intended to modify or amend in any way any provisions of the Sea Pines Forest Preserve Covenants recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Book 175 at Page 113 which shall remain in full force and effect"; and

WHEREAS, as Exhibit B to the Covenants of September 7, 1974, the Company listed 37 plats containing dedicated Open Space areas, such Exhibit B being recorded in Book 224 page 1,036 listing 858.821 acres (subject to a correction to 859.191 acres); and

WHEREAS, an Addendum to Exhibit B was recorded in Book 234 page 1,416 containing 21 supplemental plats recording 308.847 acres of additional Open Space areas, all of the plats referenced in Exhibit B and the Addendum to Exhibit B being parts of the Conservancy and Open Space acreage committed by the Company under the 1974 covenants and graphically illustrated on the agreed Master Plan of Conservancy and

Open Space areas signed by Joseph B. Fraser on behalf of the Company on October 9, 1974; and provided the Association of Sea Pines Plantation Property Owners, Inc.; and adopted as part of the negotiation leading to the Agreements entered into by Sea Pines Company and the majority of Property Owners as reflected in detail in the September 7, 1974 Covenants and in summary in associated individual contracts; and

WHEREAS, Sea Pines Plantation Company has established Open Space areas of 49.36 acres in the Newhall Nature Preserve on a plat recorded in Book 15 at page 40; has established 5.89 acres of Open Space on Deer Island on a plat filed in Book 21 at page 174; and has established 11.38 acres of Open Space on Deer Island on a plat filed in Book 21 at page 175; all in addition to Open Space listed in the Exhibits described in the two proceeding paragraphs; and

WHEREAS, on the graphic illustration map of "Open Space and Other Lands" of Sea Pines Plantation Company filed by the Company on October 9, 1974 with the Association of Sea Pines Plantation Property Owners, Inc. as provided in the Declaration of Covenants and Restrictions of Sea Pines Plantation Company, Inc. dated September 7, 1974 signed by Joseph B. Fraser, Jr. as President, all areas located between the "front" or "golf view" side of all golf fairway subdivisions within Sea Pines Plantation and all areas between "front" or "lagoon view" side at lake and lagoon lots were colored in the dark green "Conservancy and Open Space" color, and a

substantial acreage of such land in excess of 20 acres is located between the golf course, lagoon and lake, and the front lines of residential subdivisions, which area is to be made subject to the Open Space provisions of the Class A Class B Residential Covenants as set forth below; and

WHEREAS, on the graphic map referenced above and in Article I (b) of the 1974 Covenants, the 49.36 acres of the Newhall Nature Preserve was identified as being a part of the 1,292 acres of Open Space referred to in such 1974 Covenants; and

WHEREAS, the Company, by Declaration of Covenants and Restrictions dated the 22nd day of September 1977, restricted the use of 5.41 acres of land in the South Beach area as described therein principally to open space recreational uses except for a small fraction thereof on which recreational support buildings are permitted; and

WHEREAS, the Sea Pines Forest Preserve Covenants of June 29, 1970 provided that such Forest Preserve could be enlarged by the filing of additional plats designating additional specific parcels connected to such 572.649 acres as new units of the Sea Pines Forest Preserve; and

WHEREAS, since June 29, 1970 there has been no additional acreage added to the Sea Pines Forest Preserve as originally established on the 1970 plat filed in Book 231

page 11 showing 572.649 acres in such Sea Pines Forest Preserve; and

WHEREAS, the new dedication of Open Space adjacent to golf courses, lakes and lagoons as described below; the additional parcel J of the October 1979 plat as described below; together with the above described Newhall Nature Preserve; Deer Island Open Space; South Beach area 5.41 acres; and plats listed in Exhibit B of Book 234 page 1,416; and the Addendum to Exhibit B of the 1st day of June, 1975 recorded February 20, 1976, will complete the designation of the minimum of 1,292 acres of Conservancy and Open Space areas committed by the Company in the September 7, 1974 covenants, and the action taken by this Declaration is intended to implement the contractural obligations assumed by the Sea Pines Plantation Company to establish Conservancy, Open Space and Forest Preserve areas within the boundaries of Sea Pines Plantation establishing various areas wherein no residential or commercial structures as defined in such Covenants may be erected; and

Now, THEREFORE, the Sea Pines Plantation Company by this Declaration adds to the Sea Pines Forest Preserve additional connected areas as shown on the Composite Plat of 605.78 acres of the Sea Pines Forest Preserve and adjacent commercial tracts, residential tracts and other platted areas prepared by Coastal Surveying Company, Inc., Jerry L. Richardson, Registered Survey, dated October 29, 1979 and

recorded October 31, 1979 in the Office of the Clerk of Court of Beaufort County: to wit, Parcel J containing 16.65 acres as the first additional Unit of the Forest Preserve and, contiguous to such Parcel J, that additional parcel of connected land shown as Heritage Farms containing 13.62 acres as the second additional unit of the Forest Preserve; and Sea Pines Plantation Company does enlarge the original boundaries of the Sea Pines Forest Preserve of 1970 by 2.85 acres as the third additional unit through an October 1979 plat survey with greater technical reduction of survey "error of closure" than the original plat of 1967, the new October 1979 Sea Pines Forest Preserve Plat of Coastal Surveying Company containing an adjustment of 2.85 acres resulting in an original unit of the Sea Pines Forest Preserve of 575.52 acres as distinguished from the 572.649 acres of the 1967 Plat.

Now, THEREFORE, by this Declaration the Sea Pines Forest Preserve is hereby enlarged through addition of contiguous land areas adjacent to the 572.649 acre original 1970 Sea Pines Forest Preserve boundries, such enlargement being the first additions of acreage since the original Declaration of Covenants of 1970 for such Sea Pines Forest Preserve, bringing the new total as established by this Declaration to 605.78 acres consisting of the enlargement of the original 1970 572.649 acres (as corrected) to 575.52 acres together with Parcel J (16.65 acres) and the Heritage Farms (13.62 acres) for a total, recited above, of 605.78

acres as the October 1979 area of the Sea Pines Forest Preserve.

Now, THEREFORE, by this Declaration the Sea Pines Plantation Company hereby designates as Conservancy and Open Space all of those areas (believed to be in excess of 20 acres) which lie between the front boundry lies of all golf fairway, lagoon and lakefront subdivisions within Sea Pines Plantation and the contiguous golf courses and lakes not heretofore listed as Open Space acreage in the exhibits described above, all such additional areas of Open Space being hereby made subject to the Open Space restrictions of the Covenants and Restrictions affecting Open Space areas dated January 1, 1966 as filed in Book 135 at page 9.

In witness whereof, Sea Pines Plantation Company has caused this instrument to be executed the day and year first written above pursuant to a resolution duly adopted by its Board of Directors.

SEA PINES PLANTATION COMPANY

By Joseph B. Fraser, Jr. (L.S.)
Joseph B. Fraser, Jr., Vice Chairman & Vice President

Ann Ellett
WITNESS

ATTEST:
Charles A. Scarminach (L.S.)
Charles A. Scarminach, Secretary

Sara A Parker
WITNESS

627

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Ann Ellett and made oath that he saw the within named SEA PINES PLANTATION COMPANY, by its vice chairman and Secretary sign, affix the corporate seal, and as its Act and Deed, deliver the within written instrument, and that he with Sara A. Parker witnessed the execution of said document.

Ann Ellett

Sworn to before me this
31 Day of October, 1979

Sara A Parker (Seal)
Notary Public for South Carolina

My Commission Expires January 10, 1985

Charles A. Scarminach Esq.

FILED AT 5:00 O'CLOCK P M
BEAUFORT COUNTY S. C.
OCT 31 1979
RECORDED IN BOOK 291 PAGE 618
Roxanne W. Beverly
CLERK OF COURT OF COMMON PLEAS

223/2046

STATE OF SOUTH CAROLINA)
) LIMITATION OF APPLICATION OF CLASS "A" RESTRICTIVE COVENANTS DATED APRIL 1, 1970, APPLICABLE TO SEA PINES PLANTATION COMPANY
COUNTY OF BEAUFORT)

WHEREAS, on April 1, 1970, SEA PINES PLANTATION COMPANY, a corporation organized and existing under the laws of South Carolina, promulgated Restrictive Covenants known as "Class A Covenants, April 1, 1970;" and

WHEREAS, the above referred to Covenants were recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 173 at Page 46; and

WHEREAS, in said document the said SEA PINES PLANTATION COMPANY reserved "...in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of the consolidated uniform covenants contained herein;" and

WHEREAS, it is now the intention of SEA PINES PLANTATION COMPANY, to add additional Restrictive Covenants, or to limit the application of the above referred to Restrictive Covenants in respect to those properties to which the above referred to Class A Covenants for residential areas shall be made effective; and

WHEREAS, Paragraph Twenty-one (21) of the above referred to Covenants contains certain restrictive measures concerning the removal of trees measuring six (6) inches or more in diameter; and

WHEREAS, it is the intention of this document to change in certain particulars the above referred to Paragraph Twenty-one (21); and

WHEREAS, in a meeting held on the 2nd day of August, 1974, the Board of Directors of Sea Pines Plantation Company, adopted a resolution authorizing officers of said Corporation to make and execute this document;

NOW, THEREFORE, SEA PINES PLANTATION COMPANY, hereafter referred to as "Company" does hereby declare that the provisions contained in Paragraph Twenty-one (21) of the above described Class A Covenants, of April 1, 1970,

LAW OFFICES OF
BOWLING, BOWLING,
SANDERS & BURNS, P.A.
BEAUFORT, S. C.

be limited by amending said provision to read after amendment, as follows:

"21. No large trees measuring three (3) inches or more in diameter at ground level may be removed without the written approval of the Company."

All other provisions contained in the Restrictive Covenants above described are hereby reaffirmed except as may be changed, modified or amended or added to herein.

WITNESSES:

Patricia Starling

Barbara T Richardson

SEA PINES PLANTATION COMPANY (SEAL)

By: H Richard Werth

Attest: Ann F Bibb

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Patricia Starling, who being duly sworn, says that she saw the corporate seal of the SEA PINES PLANTATION COMPANY affixed to the foregoing instrument and that she also saw H. Richard Werth Vice President and Ann F. Bibb Assistant Secretary of SEA PINES PLANTATION COMPANY sign, and attest the same, and that she with Barbara T. Richardson witnessed the execution and delivery thereof as the act and deed of the said SEA PINES PLANTATION COMPANY.

SWORN TO before me this 16th day of September, 1974.

Patricia Starling
Witness

Barbara T Richardson (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/25/84

HLN

FILED AT 10:45 O'CLOCK A M — BEAUFORT COUNTY S. C. — SEP 23 1974 — RECORDED IN BOOK 227 PAGE 2046

Dep. Anita B Nettles
CLERK OF COURT OF COMMON PLEAS

PREPARED BY DOUGLAS, DUNDEE, P.A. BEAUFORT, S. C.

313 | 1880

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of Lighthouse Beach Company.

1880

SEA PINES PLANTATION COMPANY, as successor in interest to Lighthouse Beach Company, a dissolved limited partnership, of which Sea Pines Management Company, Inc., a wholly owned subsidiary of Sea Pines Plantation Company, was a general partner, does hereby amend the Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., Which Constitute Covenants Running with Certain Lands of Lighthouse Beach Company - Class "A" Townhouse Covenants, April 1, 1970, (the "Declaration") which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 372 at Page 317, by striking and deleting from the Declaration paragraphs 24 and 25. Sea Pines Plantation Company, as successor in interest to Lighthouse Beach Company, does hereby waive and release its rights under paragraphs 24 and 25 as the same applies to property heretofore conveyed. In all other respects, the aforesaid Declaration shall remain unchanged.

Dated this 1st day of October, 1980.

WITNESS

Carolyn M. Guffie

Phyllis G. Hadwin

SEA PINES PLANTATION COMPANY

BY: Joseph B. Fraser, Jr.

ATTEST: Charles A. Scarminach
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Carolyn M. Guffie, and made oath that she saw the within named Sea Pines Plantation Company, by Joseph B. Fraser, Jr. its Vice Chairman, and by Charles A. Scarminach its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that she with Phyllis G. Hadwin witnessed the execution thereof.

SWORN to before me this 1st day of October, 1980.

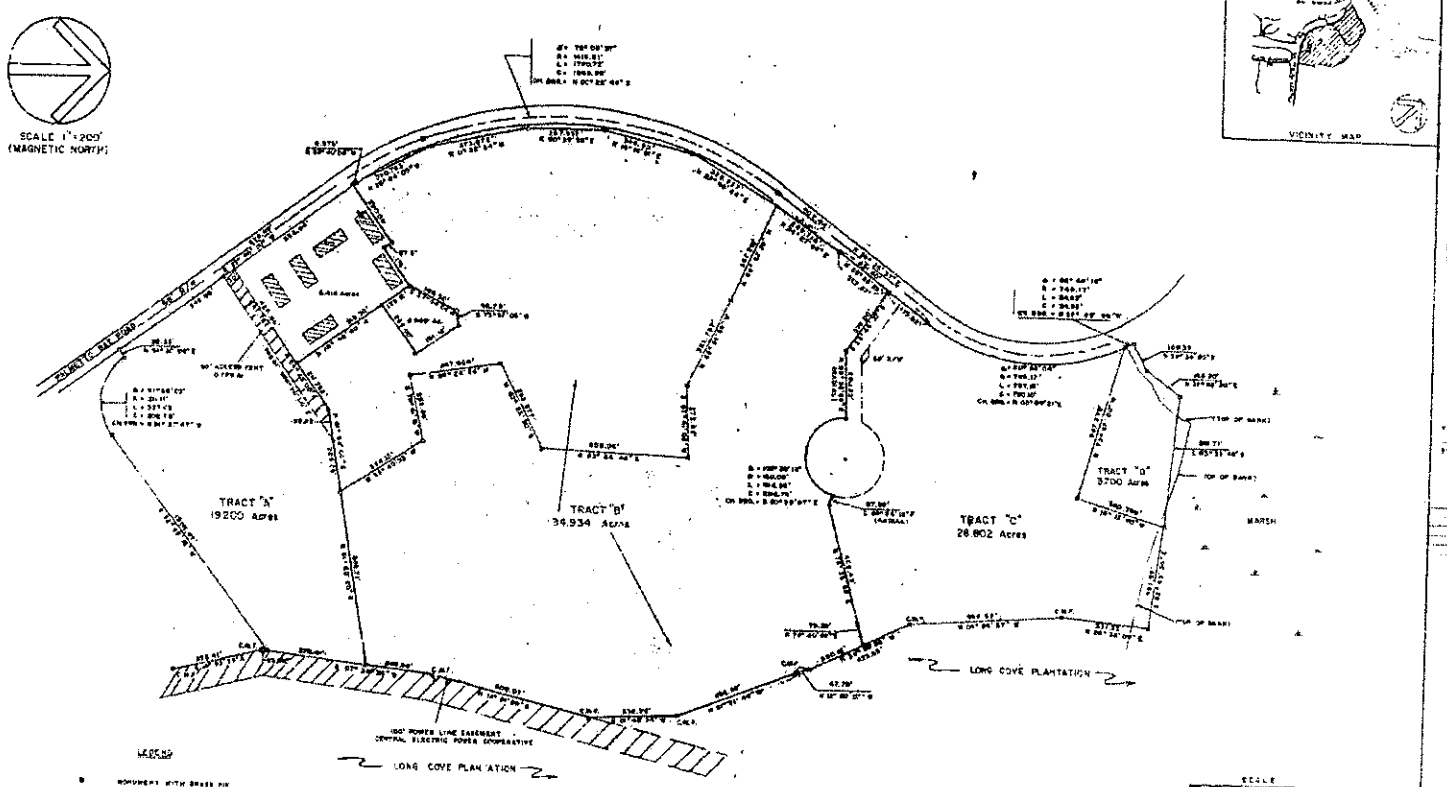
Carolyn M. Guffie
(witness)

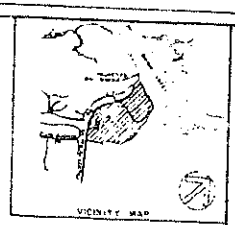
Phyllis G. Hadwin
Notary Public for: South Carolina
My Commission Expires: 8/18/90

CHARLES A. SCARMINACH
ATTORNEY AT LAW
SEA PINES
EXECUTIVE OFFICES
P. O. BOX 5982
HILTON HEAD ISLAND, S. C.
29928

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK
8:00 O'CLOCK	JAN 14 1981	313 PAGE
A M		1880

CLERK OF COURT OF COMMON PLEAS





PLAT OF

TRACT "B",
AN 34.934 ACRE
TRACT ALONG
PALMETTO BAY ROAD

LOCATED ON —
HILTON HEAD ISLAND,
BEAUFORT COUNTY,
SOUTH CAROLINA

ACREAGES

REG. LOTS	34.934	ACRES
MARSH	0	ACRES
OTHER	0	ACRES
TOTAL	34.934	ACRES

DATES

SURVEYED

PLAT APPROVED

REVISIONS

REF. PLAT BY FORREST CALVERT
DATED: 18 APR. 1972
RECORDED IN PLAT BK. 22 - PG. 37
5-26-74

REF. PLAT BY COASTAL SURVEYING CO.
DATED: 6 MARCH 1980

WILLIAMS & ASSOCIATES
SEACHWALKER OFFICE PARK
KIAWAH ISLAND, S.C.

I, JOSIAH M. WILLIAMS, JR., A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THAT PRECISION IS 1:

SEACHWALKER OFFICE PARK
KIAWAH ISLAND, S.C.

LG. PLAT FILE
PB 29 PG. 181

SHEET 1 OF 1

TOTAL NO. OF LOTS THIS SHEET

350/1088

DSDN&S/FCHjr/tm

DUPDEC 884

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands of Three Fountainview Corporation on Hilton Head Island, South Carolina

"MULTI-FAMILY" COVENANTS OF

June 25, 1982

1088

WHEREAS, Three Fountainview Corporation, a Texas Corporation qualified to do business in the State of South Carolina ("Declarant") is the owner of certain property on Hilton Head Island, Beaufort County, South Carolina, as hereinafter defined in Part I ("Property"); and

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina ("Company"), is the owner and developer of certain lands on Hilton Head Island, Beaufort County, South Carolina, originally including the Property and the surrounding area; and

WHEREAS, Declarant and Company wish to subject and restrict lots and/or tracts of lands within the Property owned by Declarant to certain rights, restrictions, affirmative obligations, and conditions, etc. as contained in this Declaration;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Declarant and Company do hereby declare that the provisions herein contained are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with the Property and that such real property is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject hereto.

PART I - DEFINITIONS

1. The term "Company" when used herein means Sea Pines Plantation Company, its successors and assigns, and the duly authorized agents thereof.

2. The term "Declarant" when used herein means Three Fountainview Corporation, its successors and assigns, and the duly authorized agent(s) thereof.

3. The term "Lot" means both any original tract, subdivision or lot of land with the Property, as well as any subsequently subdivided portion thereof, to include that parcel of land upon which any Dwelling Unit, group of such units, or non-residential structure is situated or is to be situated.

4. The term "Lot Owner" means both the original owner, builder, or developer of a lot, as well as any subsequent owner, builder, or developer thereof.

5. The term "Dwelling Unit" means any building or portion of any building situated on a lot designed and intended for use and occupancy by a single family, including, without limiting the generality of the term, each clustered cottage or other single family residence located on a lot.

6. The term "Dwelling Unit Owner" means both the original owner, builder, or developer of a dwelling unit as well as any subsequent owner, builder, or developer thereof.

7. The term "Property" means all that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South

Carolina shown as a Parcel containing 84.934 acres on a plat entitled "Plat of Tract 'B' an 84.934 Acre Tract Along Palmetto Bay Road" prepared by Josiah M. Williams, R.L.S. #7626 dated 18 November 1980, as revised 14 January, 1981, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 181.

This being a portion of property conveyed to the Declarant herein by deed from Central Real Estate Investments, Inc. dated October 19, 1979 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 291 at Page 678.

PART II - COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

1. No Dwelling Unit, building, fence or other structure shall be erected, placed or altered on any Lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such Dwelling Unit, building, fence, or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company. Refusal of approval plans, location or specifications may be based by the Company upon any reasonable ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any Dwelling Unit, building, fence or other structure shall be made without like approval by the Company. One (1) copy of all plans and related data and one (1) copy of all recorded plats of the property prepared by or for the Declarant shall be furnished the Company for its records. Building plans, specifications, exterior color or finish and plot plan shall conform to the general Company design guidelines for the area of Hilton Head Island which contains the Property, if any, a

copy of which may be provided to each owner by the Company. 1091

2. (a) Dwelling Units and other structures constructed on the Property or other property to which these covenants shall be made aplicable shall be not more than three (3) stories in height above the minimum elevation for the first habitable floor as prescribed by the then applicable flood laws and regulations.

(b) No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed structure. Such approvals and standards shall in no event be construed as representing or guaranteeing that any structure or improvement thereto will be built in a good workmanlike manner. Neither the Declarant, the Company, nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Review Board and the Declarant harmless for any failure thereof. The Company reserves the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence.

3. Because of the characteristics of multi-family architecture, no building setback lines are established by these covenants. Dwelling Units may, with the permission of the Company, have common party walls. The Company however, reserves to itself, its successors or assigns, the right absolutely to control and solely to decide the precise location of any Dwelling Units, pro-

vided, however, that such location shall be determined only after reasonably opportunity is afforded to the Lot Owner to recommend a specific site, and further provided that such location by the Company shall not unreasonably restrict the Lot Owner's development upon the Property.

4. The maximum density per gross acre of the Property shall be four (4) Dwelling Units.

5. The exterior of all Dwelling Units and other structures must be completed within twelve (12) months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergency or natural calamities. Dwelling Units and other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Property Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. The landscaping plan for all Dwelling Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, which ever date shall first occur.

6. All Lots shall be used only for single family or multi-family residential purposes, for a nursing care facility and clubhouse or for purposes related to the foregoing which are approved in writing by Company, which approval may be refused upon any reasonable grounds.

7. It shall be the responsibility of each Lot Owner to prevent the

development of any unclean, unsightly or unkept conditions of building or grounds on such Lot which shall tend to substantially decrease the beauty of the specific area or of the neighborhood as a whole.

8. In order to implement effective insect, reptile and woods fire control, the Company and/or Declarant reserves for themselves and their agents the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Declarant and/or Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company and/or Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and/or Declarant and their agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Company and/or Declarant or their agents to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

9. For each Dwelling Unit, the Lot Owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearence and location must be approved by the Company prior to construction.

PART III - DURATION, VIOLATION AND MODIFICATION OF COVENANTS

1. All rights, restrictions, affirmative obligations, conditions, etc. set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them, to specifically include, but not be limited to the successors and assigns, if any, of the Declarant and the Company, for a period of twenty-five (25) years from the execution date of this Declaration. After which time, all said rights, restrictions, affirmative obligations, conditions, etc. shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Lots in the Property substantially affected by such changes has been recorded, agreeing to change said covenants in whole or in part.

2. In the event of a violation or breach of any of the restrictions contained herein by a Lot Owner or Dwelling Unit Owner, or agent of such owner, any Lot Owner or Dwelling Unit Owner, any property owner's association within the Property, Company, and/or Declarant, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Declarant and/or Company, their successors and assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or Company, their successors and assigns, shall have the right, but not the obligation, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and

summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occuring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. Declarant and Company hereby revoke and remove all prior restrictions, affirmative obligations, conditions, covenants, etc., if any, running with the Property to the full extent such revocation and removal is permitted by law or any prior declaration so that the within restrictions, affirmative obligations, conditions, etc. shall be the only such covenants running with or affecting the Property; any such prior covenants etc. shall be totally void and of no further force and effect; and Declarant and Company hereby waive any rights they or either of them otherwise would have to enforce any such prior covenants etc; provided, however, nothing contained in this provision shall be construed as a representation or warranty by the Declarant and Company or either of them as to the existence of any such prior covenants etc. or as to the effectiveness of the within revocation and removal.

4. Anything to the contrary herein contained notwithstanding, the Declarant may at any time hereafter amend, modify or remove the herein set forth rights, restrictions, affirmative obligations, conditions, etc. which affect the Property or any portion thereof owned at such time by the Declarant whether or not such property has been retained by the Declarant, re-acquired by it by

foreclosure, or by deed in lieu of foreclosure, or, with the written approval of Wamsley Development, Inc. or its successors, re-acquired by repurchase or otherwise. Such amendment, modification, or removal may be accomplished in any deed or by separate declaration of the Declarant.

Further, Wamsley Development, Inc. or its successors, with the written approval of Company, may hereafter amend, modify or remove the herein set forth rights, restrictions, affirmative obligations, conditions, etc. which affect the Property or any portion thereof owned at such time by Wamsley Development, Inc.; the same may be accomplished in any deed or by separate declaration. The foregoing shall not limit the right of Wamsley Development, Inc. to add covenants, restrictions, etc. which are neither less restrictive than, nor directly conflicting with, the within rights, restrictions, affirmative obligations, conditions, etc.

IN WITNESS WHEREOF, Sea Pines Plantation Company and Declarant have caused this instrument to be executed in its name this 23rd day of June, 1982.

Signed, sealed and Delivered
in the Presence of:

Terry L. Wagner

Sara A. Becker

SEA PINES PLANTATION COMPANY
(Company)

By: James H. Stanley

Attest: Charles A. Deans
Secretary

THREE FOUNTAINVIEW CORPORATION
(Declarant)

By: [illegible]

Attest: [illegible]
Ass't Sec

Teresa McCallum

STATE OF SOUTH CAROLINA)
) PROBATE 1097
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Terry L. Wynn and made oath that s he saw the within named SEA PINES PLANTATION COMPANY by Joseph B. Fraser, Jr. its Vice President, and attested by Charles A. Scandinach its Secretary, sign, seal and as its act and deed, deliver the within written instrument, and that s he with Sara A. Parker witnessed the execution thereof.

Terry L. Wynn

SWORN to before me this
29 day of June, 1982.

Sara A. Parker
Notary Public for South Carolina
My Commission Expires: 1/10/85

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Teresa McCollum and made oath that s he saw the within named THREE FOUNTAINVIEW CORPORATION by Georg Getterli its President, and attested by Herbert I. Movit its Assistant Secretary sign, seal and as its act and deed, deliver the within written instrument, and that s he with Frederick C. Hack, Jr. witnessed the execution thereof.

Teresa McCollum

SWORN to before me this
30th day of June, 1982.

Notary Public for South Carolina
My Commission Expires: Aug 13, 1991

FILED AT 2:25 O'CLOCK JUL 6 1982
BEAUFORT COUNTY S. C.
RECORDED IN BOOK 350 PAGE 1088
Nancy H. Lowry, Dep.
CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)
) LIMITATION OF DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitutes covenants running with certain commercial lands of SEA PINES PLANTATION
COUNTY OF BEAUFORT)

WHEREAS, SEA PINES PLANTATION COMPANY is the owner of certain property on Hilton Head Island, Beaufort County, South Carolina, described as Tract B on a plat recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 30 at Page 134 ; and

WHEREAS, Sea Pines Plantation Company established certain Covenants and Restrictions for a tract of land which includes Tract B; and

WHEREAS, the applicable restrictions are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 244 at Page 1222; and

WHEREAS, the above referenced document indicates a unilateral right to amend, add to, or limit the said document by Sea Pines Plantation Company; and

WHEREAS, it is the intention of this document to limit the above referenced recorded document as it relates to Tract B.

NOW, THEREFORE, FOR TEN AND NO/100 DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATION, the undersigned Sea Pines Plantation Company hereby states and provides as follows, to wit:

1. That the above "WHEREAS" clauses are hereby incorporated herein and made an integral part hereof as if here re-stated; and

2. That it is hereby the stated intention of the undersigned Sea Pines Plantation Company to limit the application of the restrictions contained in Deed Book 244 at Page 1222 to Tract B described above by removing Tract B from under such restrictions and affirmative obligations; and

3. That the Sea Pines Plantation Company does hereby subject Parcel B described above to all obligations, restrictions, limitations, and affirmative obligations as are set forth in the Sea Pines Plantation Company Class "B" Multi-Family Residential Areas Covenants as recorded in Deed Book 124 at Page 35, and as may be amended, in the Office of the Clerk of Court for Beaufort County, South Carolina; and

4. That the Sea Pines Plantation Company does hereby further subject Tract B described above to all obligations, restrictions, limitations, and affirmative obligations as are set forth in the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc., dated September 7, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036, as amended.

5. That it is the further intention of the undersigned that Tract B be no longer subject to tie restrictions and affirmative obligations contained in Deed Book 244 at Page 1222.

This document was made and executed this 22 day of July, 1982.

WITNESSES:

Peter J. Wyckoff

Sara A. Parker

SEA PINES PLANTATION COMPANY

By: Pres. (CAS)

Attest: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Peter G. Wyckoff who, on oath, says that s/he saw the within named Sea Pines Plantation Company by Phillip LaDue its President signed the within instrument and Charles A. Scarminach its Secretary attest the same, and the said Corporation, by said officers, seal said instrument, and as its act and deed, deliver the same, and that s/he with Sara A. Parker witnessed the execution thereof.

Peter G. Wyckoff

SWORN to before me this 22 day of July, A.D. 1982

Sara A Parker (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/10/85

FILED AT 1:45 O'CLOCK P. M. BEAUFORT COUNTY S. C. JUL 23 1982 RECORDED IN BOOK 351 PAGE 1697
Nancy H. Lowry
CLERK OF COURT OF COMMON PLEAS

351 971

971

STATE OF SOUTH CAROLINA	)	MODIFICATION AND DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC., which constitute covenants running with certain lands in Sea Pines Plantation Company.
	)	
	)	
	)	
COUNTY OF BEAUFORT	)	

WHEREAS, Joseph B. Fraser, Jr., Carolyn B. Fraser and M. B. Hostetter (hereinafter referred to as "Fraser/Hostetter") own certain lands located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina described on Exhibit A attached hereto and, by reference, incorporated herein (hereinafter referred to as "Parcel C"); and

WHEREAS, Fraser/Hostetter have contracted to sell to Calibogue Associates, Ltd., a South Carolina Corporation, the land described as Tract A on a plat of "2.718 Acres, Sea Pines Service Area, a section of Sea Pines Plantation", prepared by Jerry L. Richardson, S.C. Reg. L.S. No. 4784, dated March 8, 1982 and revised June 16, 1982, which plat is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 134; and

WHEREAS, Calibogue Associates, Ltd. intends to develop a twenty (20) unit condominium project on land of which Tract A will be a portion; and

WHEREAS, Great Southern Federal Savings and Loan Association of Savannah, Georgia, the successor to First Federal Savings and Loan Association of Savannah, Georgia, and Sea Pines Plantation Company are made a party to this Agreement due to tbeir having been former owners of Parcel C, which includes Tract A; and

WHEREAS, the parties hereto desire to modify the restrictions pertaining to Tract A contained in the deed for Parcel C from Sea Pines Plantation Company to First Federal Savings and Loan Association, recorded in Deed book 232 at Page 1720 in the Office of the Clerk of Court for Beaufort County, South Carolina, and the same restrictions contained in the deed from First Federal Savings & Loan Association to Fraser/ Hostetter, recorded in Deed Book 253 at Page 546 in said Clerk's Office; and

WHEREAS, the parties hereto are all the parties which have now and have heretobefore had an interest in Parcel C subsequent to the land being restricted by the deeds referred to above; and

WHEREAS, the parties hereto desire to submit Tract A to certain covenants and restrictions of the Sea Pines Plantation Company.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars, the receipt of which is hereby acknowledged and the mutual promises contained herein, it is agreed as follows:

1. The deeds recorded in Deed Book 232 at Page 1720 and Deed Book 253 at Page 546 referenced above contain a paragraph of limitation and restriction as follows:

> The use of the property shall be limited to commercial and/or residential use. The term "residential" as used herein shall mean detached single family residences, townhouses, or patio homes of the type now located in Sea Pines Plantation. The term "residential" as used herein shall not include condominiums or apartments. The term "commercial" as used herein means commercial uses compatible with the plan development

known as Sea Pines Plantation, such as, but not limited to, warehouses, shops, stores, offices, bars, restaurants, maintenance facilities, or storage facilities.

The parties hereto desire to modify such paragraph to allow the condominium form of ownership under the South Carolina Horizontal Property Act on Tract A. The parties hereto hereinafter agree that Tract A shall not be subject to the restrictions enumerated in the above recited paragraph contained in the deeds recorded in Deed Book 232 at Page 1720 and Deed Book 253 at Page 546 in said Clerk's Office.

2. The parties hereto further agree that Tract A shall hereinafter be subject to all obligations, restrictions, limitations, and affirmative obligations as are set forth in the Sea Pines Plantation Company Class "B" Multi-Family Residential Areas Covenants as recorded in Deed Book 124 at Page 35, and as may be amended, in the Office of the Clerk of Court for Beaufort County, South Carolina.

3. The parties hereto further agree that Tract A shall hereinafter be subject to all obligations, restrictions, limitations, and affirmative obligations as are set forth in the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc., dated September 7, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036, as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22 day of July, 1982.

WITNESSES:

Peter G. Wyckoff

Sara A Parker

SEA PINES PLANTATION COMPANY,
a South Carolina Corporation

By: _____
Its Pres

Attest: _____
Its: Secy

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Peter G. Wyckoff and made oath that she saw the within SEA PINES PLANTATION COMPANY, sign, seal, and as (his/her) act and deed, deliver the within Declaration, and that he with Sara A. Parker witnessed the execution thereof.

Peter G. Wyckoff

SWORN to before me, this
22 day of July, 1982
Sara A Parker (SEAL)
Notary Public of South Carolina
My Commission Expires: 1/10/85

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of July, 1982.

WITNESSES:

Karen D. Stokes

Barbara Yancey

CALIBOGUE ASSOCIATES, LTD.
a South Carolina Corporation

By: [signature]
Its: Vice President

Attest: [signature]
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Barbara Yancey and made oath that she saw the within named CALIBOGUE ASSOCIATES, LTD., sign, seal, and as (his/her) act and deed, deliver the within Declaration, and that he with Karen D. Stokes witnessed the execution thereof.

Barbara Yancey

SWORN to before me, this
20 day of July, 1982
Karen D. Stokes (SEAL)
Notary Public of South Carolina
My Commission Expires: 8/4/90

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20 day of July, 1982.

WITNESSES:

Karen D. Stokes

Barbara Yancey

Joseph B. Fraser, Jr.
JOSEPH B. FRASER, JR.

Carolyn B. Fraser
CAROLYN B. FRASER

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Barbara Yancey and made oath that s/he saw the within named JOSEPH B. FRASER, JR. and CAROLYN B. FRASER sign, seal, and as their act and deed, deliver the within Declaration, and that She with Karen D. Stokes witnessed the execution thereof.

Barbara Yancey

SWORN to before me, this
20 day of July, 1982
Karen D. Stokes (SEAL)
Notary Public of South Carolina
My Commission Expires: 8/4/90

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of July, 1982.

WITNESSES:

Dell Parnal

Linda Barnard

GREAT SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION

By: E. Gilbert Grey, Jr.

Its E. GILBERT GREY, JR. Vice President

Attest: James A. Sawyer

Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me E. Gilbert Grey, Jr. and made oath that she saw the within named GREAT SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION sign, seal, and as (his/her) act and deed, deliver the within Declaration, and that he with Dell Parnal witnessed the execution thereof.

Linda Barnard
Linda Barnard

SWORN to before me, this
7th day of July, 1982

Helen Gordon (SEAL)
Notary Public of ~~South Carolina~~
My Commission Expires:

HELEN GORDON
Notary Public, Chatham County, Ga.
My Commission Expires Sept. 11, 1984

IN WITNESS WHEREOF, the party hereto has set his hand and seal this 7th day of July, 1982.

WITNESSES:

J Simon Fraser

Karen D. Stokes

M. B. Hostetter

M. B. HOSTETTER

STATE OF ~~SOUTH CAROLINA~~ GEORGIA)
COUNTY OF ~~BEAUFORT~~ CHATHAM) PROBATE

PERSONALLY appeared before me J Simon Fraser and made oath that s/he saw the within named M. B. HOSTETTER sign, seal, and as his act and deed, deliver the within Declaration, and that he with Karen D. Stokes witnessed the execution thereof.

J Simon Fraser

SWORN to before me, this 7th day of July, 1982

Elizabeth B Howell (SEAL)
Notary Public of ~~South Carolina~~ Georgia
My Commission Expires: _____

Notary Public, Chatham County, Ga.
My Commission Expires Nov 4, 1984

EXHIBIT "A"

979

ALL that certain piece, parcel or tract of land, situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described on a plat of SEA PINES SERVICE AREA, A SECTION OF SEA PINES PLANTATION, Hilton Head Island, Beaufort County, South Carolina, prepared by Thomas & Hutton Engineering Company, Savannah, Georgia, dated June 7, 1971, and revised November 29, 1971, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 19 at Page 118. Said property herein described contains a total of 6.19 acres and, for a more detailed description thereof, reference may be had to the above referred to plat of record.

Woods

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D.C.D.R.&S./T.P.S.

STATE OF SOUTH CAROLINA	)	COVENANTS, DECLARATIONS AND RESTRICTIONS FOR LAKE FOREST HOMEOWNERS ASSOCIATION HILTON HEAD ISLAND, SOUTH CAROLINA
COUNTY OF BEAUFORT	)	

401

WHEREAS, L.O.M. Associates, ("Declarant") owns certain real property identified as Phase I of Lake Forest and additions thereto, located in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, as shown and described on a plat recorded in Beaufort County Plat Book 30 at Page 165 and being developed under the name Lake Forest Townhouses with certain common properties associated therewith; and

WHEREAS, in order to provide for a restrictive, residential community of high quality and aesthetic pleasure, the within declaration of restrictive covenants is made, published and recorded affecting property designated or to be designated as subject to the within covenants by incorporation in deeds of conveyance; and

WHEREAS, Lake Forest Homeowners Association, Inc., a non-profit corporation has been established for the Lake Forest Homeowners Association to own and maintain the common area(s) as hereinafter defined; and

NOW, THEREFORE, it is hereby declared that the covenants and restrictions contained herein shall be covenants running with the land above described and shall apply to property conveyed in the future by deeds hereafter made which make reference to these restrictive covenants or to which the restrictive covenants are attached. It is understood that once these covenants are attached to the property conveyed by either appropriate reference thereto or attachment to deeds of conveyance, these covenants shall run with the land and shall be binding in the future on the property. In consideration of the mutual advantages to the owners of property within the above described development, these restrictive covenants are hereby published, made and attached to the above property as covenants running with the land. The covenants are, to-wit:

I. DEFINITIONS

1. THE PROPERTY is herein defined as 8.967 acres, more or less, of Lake Forest, Phase I, in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, as generally shown and described on a plat recorded in Beaufort County Plat Book 30 at Page 165 and future additions thereto.

2. DECLARANT means L.O.M. Assoicates, its successors or assigns, hereinafter referred to as "Company".

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3. LAKE FOREST shall mean the real estate development subdivided upon the property and consisting of lots, townhouses, condominiums, entrance way, streets, ingress and egress easement, drainage easements, and common areas, if any.

4. HOMESITE shall mean single family housing lots, townhouses, condominiums, time-share or interval ownership unit-weeks in such condominiums, and improvements located upon individual lots within Lake Forest, each completely detached, as well as attached townhouses and condominium units.

5. RECORD OWNER means the owner, whether one or more persons, whether artificial or natural, of the fee simple title or estate for years in and to any Homesite within Lake Forest excluding, however, those persons having such interest merely as security for the performance of an obligation.

6. COMMON AREA(S) shall mean all of the property within each phase of Lake Forest except Homesites and condominiums and shall consist of designated open space, ingress and egress easements, amenities, drainage easements and roadways as shown on plats of individual phases and as defined by Declarant.

7. COMMON EXPENSES shall mean the assessments chargeable to and payable by all record owners for the maintenance, care, repair, etc., of the Property except for the portions thereof owned by individual owners and except as provided and excepted in Section IV Paragraph 3.

8. HOMEOWNERS ASSOCIATION shall mean an association of all record owners of individual lots, townhouses, time-share or interval ownership unit-weeks, and condominium units within Lake Forest duly incorporated as Lake Forest Homeowners Association, Inc. Condominium owners shall belong to the Association in addition to their respective Condominium Regimes.

9. LAKE FOREST HOMEOWNERS ASSOCIATION, INC., is the vehicle established for the organization and operation of the Homeowners Association.

10. ASSESSMENT means the share of the Common Expenses of an owner assessed against said owner and his lot, Homesite, townhouse, condominium, or unit week from time to time, by the Lake Forest Homeowners Association, Inc., in the manner hereinafter provided.

II. PURPOSE AND GENERAL

1. It shall be the responsibility of each owner to maintain and keep in good repair and maintenance his Homesite. In the event the Owner does not maintain and keep in good repair and condition his Homesite, townhouse, or Condominium, Lake Forest Homeowners Association, Inc., shall have the right to

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order any unsightly, dangerous, unkempt condition to be corrected within ten (10) days from the date of written notice, return receipt requested, mailed to the owner thereof causing said condition. Should the required action not be taken by said owner within the ten (10) day period described above, Lake Forest Homeowners Association, Inc., may enter upon any Homesite and correct the unsightly, unkempt, poorly maintained or unrepaired conditions, and shall then have the right to charge the offending owner for the actual cost of correcting said condition. The Lake Forest Homeowners Association, Inc., shall have the additional right to add to the amount so expended, interest at the rate of the New York prime interest rate plus five (5%) percent per annum from the date of demand for payment until time of payment, including the right to recover all costs of collection, including reasonable attorneys fees and court costs, and such amounts shall be a lien upon the offending Homesite and collectible in accordance with the provisions of Section IV, Paragraph 9, of this document. Such interest rate may be increased or decreased by vote of 2/3 membership of the Board of Directors.

2. The purchasers of Homesites, townhouses, Condominiums, or time-share or interval ownership unit weeks in Lake Forest shall automatically have membership in the Lake Forest Homeowners Association, Inc., and shall have equal rights to the amenities, easements for ingress and egress, roadway, drainage easements, common areas, and pool or pool facilities if constructed.

III. LAKE FOREST HOMEOWNERS ASSOCIATION, INC.

1. As soon as fifteen (15) homesites, townhouses, or condominium units within the property described in Exhibit "A" have been conveyed to individual Record Owners, or no later than June 15, 1983, Declarant shall, by certified mail, return receipt requested, notify the Record Owners of the time and place of the organizational meeting of the Lake Forest Homeowners Association, Inc. Said meeting shall be called within forty-five (45) days of the sale and conveyance of the fifteen (15) Homesites, townhouses, or condominium units and shall be held at a reasonably convenient time at a location on Hilton Head Island. The Lake Forest Homeowners Association, Inc. shall consist of all record owners of homesites, townhouses, and condominiums.

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

CLASS "A". Class "A" Members shall be all those owners as defined in Sections One (1) with the exception of the Company. Class "A" Members shall be

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

CLASS "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to one vote plus one vote for each held by a Class "A" Member. One vote of the Class "A" Membership shall be equivalent to one vote of Class "B" Membership. The total vote of the Association shall consist of the votes of Class "A" Members and of the votes of Class "B" Members. The Class "B" Membership shall cease to exist upon completion of the dwelling units and the improvements to the Common Properties. When a vote is required for the conduct of association business or any other matter relevant thereto. All Class "A" and Class "B" members shall be entitled to vote on all such matters.

3. Upon the conveyance of a Homesite, townhouse, or condominium the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then become a member of said association by virtue of his ownership of a Homesite or condominium.

4. The establishment and governing of the Lake Forest Homeowners Association, Inc., shall be determined by these covenants, declarations, and restrictions and the By-Laws hereafter established, and Lake Forest Homeowners Association shall be empowered with the right to disapprove any organizational procedure, action, or the governing of the Common Area. Nothing herein, however, shall require the Lake Forest Homeowners Association to exert any such action. However, in the event Lake Forest Homeowners Association, Inc., does not form, meet or govern then, and in that event, a majority of owners of lots

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or condominiums in the subdivision may call meetings of Lake Forest Homeowners Association, Inc., and require any reasonable action to be taken by Lake Forest Homeowners Association.

5. At the organizational meeting of the Lake Forest Homeowners Association, Inc., or as soon thereafter as deemed advisable by Declarant, Declarant shall convey to said association all of its interest in the Common Area including, but not limited to, all ingress, egress and drainage easements and excluding, however, all existing or contemplated Homesites or Condominium Sites within Lake Forest and any easements or property conveyed by Declarant prior to said organizational meeting, or reserved by Declarant. It is the intention hereof that the Lake Forest Homeowners' Association, Inc., shall be concerned with only those common properties actually deeded to it now or in the future. Nothing herein shall, however, be deemed to prevent Homesite Owners or the Homeowners Association from sharing expenses for amenities used by Homesite Owners but not owned by the Association.

6. One of the primary purposes of the Lake Forest Homeowners Association, is to take all necessary action regarding the governing, maintenance, and repair of the Common Area and to make certain that no unsightly, dangerous, bad repair or other conditions exist. Further, said association shall have the power to order the Record Owners to keep in good repair and maintenance their Homesites or Condominiums and any improvements, thereon, and for failure to do so said association may take action as authorized in Section II, Paragraph 2, as hereinabove provided.

7. The Common Area shall remain undivided and no right to partition the same or any part thereof shall exist.

8. The Record Owners may use the Common Area in accordance with the purposes declared by Lake Forest Homeowners Association, Inc., so long as said use does not hinder the exercise of or encroach upon the rights of other Record Owners.

9. All conveyances to the Lake Forest Homeowners Association shall be by properly executed Quit-Claim deed.

IV. DETERMINATION OF COMMON EXPENSES AND COLLECTION OF ASSESSMENTS

1. The Lake Forest Homeowners Association, Inc., shall, from time to time, but at least annually, prepare a budget for said association, and determine the amount of the Assessments payable by the Record Owners to meet the

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current expenses of said association.

2. The Lake Forest Homeowners Association, Inc., shall advise all Record Owners, annually, in writing, of the amount of Common Expenses payable by each of them, respectively, as determined by the budget of such association, as aforesaid, and shall furnish copies of such budget to all Record Owners. The common expenses so assessed against the Record Owners shall be a lien on said Record Owner's Homesite or Condominium.

3. All Record Owners except L.O.M. Associates shall be obligated to pay the Common Expenses assessed by the Lake Forest Homeowners Association, Inc., monthly or at such other time or times as said association may determine. The association may authorize Common Expenses to be collected by a managing agent.

4. No Record Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Homesite or Condominium.

5. No Record Owner shall be liable for the payment of any part of the Common Expenses assessed subsequent to a sale, transfer or other conveyance of his Homesite or Condominium.

6. A purchaser or grantee of the Homesite, townhouse, Condominium, or time-share or interval ownership unit week shall be jointly and severally liable with the seller thereof for the payment of Common Expenses assessed against said Homesite, townhouse, Condominium, or time-share or interval ownership unit week prior to the acquisition or conveyance of such Homesite, townhouse, Condominium, or time-share or interval ownership unit week without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's and Seller's liability for Common Expenses assessed prior to the acquisition or conveyance of such Homesite or shall not be in excess of the amount set forth in a statement provided under Paragraph 7 (seven) herein. A mortgagee or other purchaser of a Homesite, townhouse, Condominium, or time-share or interval ownership unit week at a foreclosure sale of a Homesite, townhouse, Condominium, or time-share or interval ownership unit week shall not be liable for, and such Homesite, townhouse, Condominium, or time-share or interval ownership unit week shall not be subject to a lien, for the payment of Common Expenses assessed prior to the foreclosure sale. Such unpaid Common Expenses shall then be deemed to be Common

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Expenses collectable from all of the Record Owners including such purchaser, his successor, and his assigns.

7. The Lake Forest Homeowners Association Inc., shall promptly provide any Record Owner or grantee or prospective grantee or purchaser so requesting the same in writing, a written statement of all paid Common Expenses or other Assessments due from such Record Owner.

8. The Lake Forest Homeowners Association, Inc., shall assess Common Expenses against the Record Owners, from time to time, either monthly, quarterly, or at least annually, and shall take prompt action to collect any Common Expenses due from any Record Owner which remain unpaid for more than 30 (thirty) days from the due date for payment thereof. Any Record Owner who fails to pay such Assessment within said 30 (thirty) day period shall be considered in default.

9. In the event of default by any Record Owner in paying to the Lake Forest Homeowners Association, Inc., the Common Expenses assessed against him, said Record Owner shall be obligated to pay interest at the rate of the New York prime interest rate plus five (5%) percent per annum from the date of demand for payment until time of payment and shall also be liable for all costs of collection, including reasonable attorney's fees, and court costs incurred by the Lake Forest Homeowners Association, Inc., in any proceeding brought to collect such unpaid Common Expenses. The Lake Forest Homeowners Association, Inc., shall have the right and duty to attempt to recover such unpaid Common Expenses, and all expenses of collection.

10. The Lake Forest Homeowners Association, Inc., shall have the right to foreclose its lien for unpaid Common Expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of mortgages on real property.

11. In any action brought by the Lake Forest Homeowners Association, Inc., to foreclose its lien on a Homesite, townhouse, or Condominium the Record Owner shall be required to pay reasonable rent, as determined by said association, for the use of his Homesite, townhouse, or Condominium from the date of his default in payment of Common Expenses and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect said rent. The Lake Forest Homeowners Association, Inc., acting on behalf of all Record Owners, shall have the power to purchase such Homesite, townhouse, or Condominium at said foreclosure sale and to acquire, hold, lease, mortgage, vote

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the voces appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.

12. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable by the Lake Forest Homeowners Association, Inc., without first foreclosing or waiving its lien for unpaid Common Expenses.

V. EASEMENTS

1. The Record Owner, their heirs, executors, administrators, assignees of their ownership, servants, invitees, agents, or members of their family are hereby granted an easement and right to the use and enjoyment in concert with others of a like character to the Common Area(s).

2. Notwithstanding any provision contained herein in these Covenants, it is expressly agreed that the above easements are perpetual and shall not be terminated upon the termination of said covenants.

VI. MISCELLANEOUS

1. No noxious or offensive activity shall be carried on in the Homesite, or Condominium nor shall anything be done thereon or therein tending to cause embarassment, discomfort, annoyance or nuisance to the other Record Owners.

2. Except as provided elsewhere herein, the care, upkeep, and replacements of Homesites or Condominium shall not be a Common Expense.

3. Prior to the organizational meeting of the Lake Forest Homeowners Association, as provided in Section III of this Agreement, Declarant shall have all of the rights and powers of said Association, including, but not limited to, the right under Section IV of this Agreement to determine the Common Expenses and collect the same from the Record Owners.

VII. ADDITIONS, LIMITATION, DURATION AND VIOLATION OF COVENANTS

1. The within Covenants, Restrictions, and Affirmative Obligations shall run with the land and shall be binding upon all parties and persons claiming by or under them, including, but not limited to the successors and assigns, if any, of Declarant, for a period of twenty-five (25) years from the execution date of this document. All such Covenants, Restrictions and Affirmative Obligations shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by the majority of the then Record Owners terminates said Covenants.

2. In the event of a violation or breach of any of the Covenants,

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Restrictions and Affirmative Obligations contained herein by anyone, the Record Owners, or any of them, jointly or severally, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof, and to prevent future violations or breaches. In addition to the foregoing, the Lake Forest Homeowners Association, Inc., shall have the same rights to proceed at law or in equity.

3. The invalidation by any Court of any provision or portion of these Covenants shall in no way affect any of the other provisions or portions and the remaining portions hereof shall remain in full force and effect.

4. Declarant reserves the unilateral right to amend, add to or change in total or in part any of the covenants in this document until the organizational meeting and resulting organization of the Lake Forest Homeowners Association at which time these covenants may be amended by 3/4 vote of all Record Owners.

The within document dated this 1st day of September, 1982.

WITNESSES:

Margaret McC. Killingsworth

L.O.M. ASSOCIATES (Declarant)

By: _____
Robert B. Albright, Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Margaret McC. Killingsworth who, on oath, says that he saw the within named L.O.M. ASSOCIATES, by its Partner, sign and seal said instrument, as its act and deed, deliver the same, and that he with James P. Scheider, Jr. witnessed the execution thereof.

Margaret McC. Killingsworth

SWORN to before me this 2nd day of September, 1982.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires:

JAMES P. SCHEIDER, JR.
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires November 25, 1991

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CLERK OF COURT OF COMMON PLEAS

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1982 DECLARATION OF COVENANTS ADDING ADDITIONAL RESTRICTIONS ON LAND USES WITHIN THE 605.78 ACRES OF THE SEA PINES FOREST PRESERVE AND TO THE HERITAGE FARM

1032

This Declaration, made the 15th day of September 1982 by Sea Pines Plantation Company, a South Carolina corporation, hereinafter called "Company".

W I T N E S S E T H:

WHEREAS, Company is the owner of substantial real property on Hilton Head Island, South Carolina, and has created a planned resort community known as Sea Pines Plantation with certain facilities, amenities and services for the use and benefit of property owners within such community and for the use and benefit of the Company, its resort guests, invitees, licensees, successors, and assigns; and

WHEREAS, the Company has provided for the preservation of the community quality of Sea Pines Plantation by subjecting various parcels of the real property of Sea Pines Plantation to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens for the benefit of said property, for the benefit of owners of homes, villas, and homesites within Sea Pines Plantation, their guests and tenants, and for the benefit of the Company, its guests, invitees, licensees, successors, and assigns; and

WHEREAS, by plat recorded in Book 18 at page 120 and declarations of covenants recorded in Deed Book 175 at page 113, dated June 29, 1970, the Company did establish certain land use restrictions, covenants, and affirmative obligations affecting a 572.649 acre parcel designated as the Sea Pines Forest Preserve, which Sea Pines Forest Preserve was designed to be divided into Outdoor Recreation Zones; Wildlife Habitat Zones; and Environmental Protection and Sanitation Zones; and

WHEREAS, the Company did by Declaration made the 7th day of September, 1974, establish additional covenants recorded in Deed Book 224 at Page 1036, affecting various parks and trust areas, and

WHEREAS, the land use restrictions, covenants, and affirmative obligations affecting the Sea Pines Forest Preserve recorded in Deed Book 175 at page 113 provided that the 572.649 acres had been set aside and designated the Sea Pines Forest Preserve by the owner of such lands, Sea Pines Plantation Company, and provided that the Sea Pines Forest Preserve would be divided into three zones, as above described, to include a Wildlife Habitat Zone, an Outdoor Recreation Zone, and an Environmental Protection and Sanitation Zone, with the Wildlife Habitat Zone to include not less than 65% of the total acreage of the Sea Pines

Forest Preserve, and did establish certain permitted uses for each of such three land use classifications within such 572.649 acres; and

WHEREAS, the Sea Pines Forest Preserve covenants of June 29, 1970 did not grant to the public or to the owners of any surrounding or adjacent land the right to enter such Sea Pines Forest Preserve without the express permission of the Company, and provided that the right of the Company, its successors and assigns, to charge fees for such entry to aid in the annual maintenance costs of the Sea Pines Forest Preserve were expressly preserved; and

WHEREAS, pursuant to the Company's continuing legal research on the law of real covenants, the Company believes that the September 7, 1974 Declaration of Covenants above recited in its Article 2(B)5 should be interpreted as to the referenced "minor changes in the boundaries of various categories of designated park areas" as applying only to park areas and Open Space areas established by plats and covenants filed in the public records after September 7, 1974 and the boundary line modification authority of the 1974 covenants should not be interpreted as applying to the Sea Pines Forest Preserve Plat previously filed in 1970 in Plat Book 18 at page 120, such plat showing the exact metes and bounds of the Sea Pines Forest Preserve's 572.649 acres or to any other Open Space plat filed for public record prior to September 7, 1974.

WHEREAS, the Company considers that certain references to possible future modifications to the boundary space of the 572.649 acre Sea Pines Forest Preserve as contained in Article VI, "MODIFICATIONS TO BOUNDARIES" of the Declaration of Covenant dated September 8, 1976 and recorded with the Clerk of Court of Beaufort County on February 2, 1977 which stated that modifications could be made "so long as the size of the Sea Pines Forest Preserve is not reduced below 572.649 acres originally established in cumulative total of all boundary changes" can be interpreted in a fashion inconsistent with its conclusion of law stated in the preceeding paragraph (that no modifications other than additions) can be made to the 1970 Sea Pines Forest Preserve Plat) and the Company seeks by this Declaration to remove any ambiquity suggestive of the existence of rights to make changes in the 1970 plat pursuant to the 1974 and 1977 COVENANT DECLARATIONS, no such changes having in fact been made since 1970 and the date of this Covenant other than the additions of October 29, 1979 bringing the total size of the Sea Pines Forest Preserve to 605.78 acres.

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the 1982 Covenants contained herein shall be covenants running with the land and shall apply to the original Sea Pines Forest Preserve area described in the plat recorded in Plat Book 18 at page 120 in the Office of the Clerk of Court, Beaufort County, containing 572.649 acres, (prior to its enlarge-

ment to 605.78 acres by a recorded Declaration of the 29th day of October, 1979) together with such additional acreage which by Declaration were designated on the 29th day of October 1979 as additional parts of the Sea Pines Forest Preserve, bringing its size to 605.78 acres and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges, and liens (hereinafter sometimes referred to as "the 1982 covenants") hereinafter set forth.

ARTICLE I
CONTROLLING EFFECT OF JUNE 29, 1970 COVENANTS

The covenants dated June 29, 1970 originally establishing the Sea Pines Forest Preserve recorded in Deed Book 175 at page 113 and the plat of 572.649 acres recorded in Deed Book 18 at page 120 shall control and govern the use of the present 605.78 acre Sea Pines Forest Preserve, and the Covenants dated September 7, 1974; the Covenants dated September 8, 1976 and recorded with the Clerk of Court for Beaufort County, South Carolina on February 2, 1977; the Covenants dated October 29, 1979; and these Covenants shall all be interpreted so as to be consistent with the original Covenants of June 29, 1970 and shall be interpreted so as to not result in any interpretation that would authorize any act or land use prohibited under the June 29, 1970 covenants, provided further that these Covenants are not intended to have any effect on the Covenants of September 7, 1974 and shall be interpreted in all particulars in a manner consistent with the language of such September 7, 1974 Covenants and to be consistent with the June 29, 1970 Covenants.

ARTICLE II
WILDLIFE HABITAT ZONES

Subject to the provisions of Article I above, the Wildlife Habitat Zones which shall be not less than 65% of the minimum acreage of 605.78 acres, may be used only for activities such as wildlife population management; nature and wildlife studies, photography; development and maintenance of passageways, lakes, fields, trails, and observation stations; for fishing, canoeing, jogging, hiking, horseback riding; for scientific purposes, which do not harm the objective of preservation and protection of maximum diversity and numbers of wildlife and the protection of natural habitat as the primary objective of such 65% of the 605.78 acre Sea Pines Forest Preserve area.

The Company by this Declaration gives a public notice that its wildlife management consultants have advised the Company that proper wildlife habitat management practices (to achieve the foregoing goals) make advisable the creation of additional water areas within the Wildlife Habitat Zone, together with creation of or reestablishment of additional "edge" conditions, such "edges" to include meadows adjoining forests; lakes adjoining forests;

wide trails; etc. The Company will seek the funding from all appropriate sources to effectuate these natural habitat management recommendations including increased Trust Fund allocations under the September 7, 1974 Covenants.

ARTICLE III
USE OF THE OUTDOOR RECREATION ZONE AND GENERAL DEFINITIONS

Subject to the provisions of Article I above, the following terms as used in the Sea Pines Forest Preserve covenants dated September 22, 1970, and used herein as permitted uses of the Outdoor Recreation Zone, are defined as set forth below, such definitions being considered neither a broadening nor a contraction of the scope of the uses permitted in the Outdoor Recreation Zone under the said Covenants of June 29, 1970.

a. "Multiple Outdoor Recreation" shall include gardening for vegetables and flowers, horseback riding, polo, jumping, and other equestrian activities, swimming, bike-riding, outdoor games and sports, nature study, photography, painting, picnics, jogging, sugar cane grinding, and other similar activities, including future newly popular forms of outdoor recreation as approved either by the Board of Directors of the Association of Sea Pines Property Owners or a referendum approved by a majority of property owners who elect to vote therein.

b. "Outdoor lake recreation activities" shall include swimming, canoeing, fishing, paddle boating, small boat sailing, etc.

c. "Outdoor woodland and meadow recreation activities" shall include hiking, jogging, bike riding, picnicking, horseback riding, etc.

d. "Structures necessary or appropriate for aid in implementing the stated objectives" shall include barns, stables, ecology interpretive centers, picnic areas, comfort stations, recreational equipment storage buildings, first aid stations, supporting utilities, parking and access roads and other structures reasonably necessary to facilitate the use of Outdoor Recreation Zone for multiple outdoor recreation, outdoor lake recreation activities, outdoor woodland and meadow recreation activities excluding, however, both commercial buildings and residential dwellings from the uses permitted anywhere in the Sea Pines Forest Preserve.

e. The following activities, even though they would reasonably be considered "Multiple Outdoor Recreation" (as such term was commonly used in 1970 and thus permitted in 35% of the Sea Pines Forest Preserve) designated for such purposes are specifically prohibited by these 1982 Covenants:

(i) waterskiing

(ii) boating with gasoline or alcohol powered internal combustion engines; provided, however, that electric motors for fishing boats are specifically not prohibited by this article.

f. The following activities, even though they would reasonably be considered "Outdoor lake recreation activities" (as such terms was commonly used in 1970 and thus permitted in 35% of the Sea Pines Forest Preserve) are specifically prohibited by these 1982 Covenants:

(i) boating with gasoline or alcohol powered internal combustion engines; provided however, that electric motors for fishing boats are specifically not prohibited by this Article.

(ii) water-based entertainment events.

g. "Musical festival activities", are permitted only on those occasions when approved by the Board of Directors of the Association of Sea Pines Property Owners (ASPPO).

ARTICLE IV
SPECIAL LIMITATION ON GOLF COURSE CONSTRUCTION

No golf course may be constructed within the Sea Pines Forest Preserve's Outdoor Recreation Zone unless a wildlife habitat evaluation has been made of the total preserve by experienced wildlife biologists or experienced wildlife ecologists selected with the approval of a majority of the Directors of the Association of Sea Pines Property Owners (ASPPO). After receipt of such evaluation, including a study of the wildlife management impact of the proposed golf course layout in the Outdoor Recreation Zone prepared by such consultants filed as a formal report to the Directors of the ASPPO Board, if the Board shall determine by a majority vote that the construction of such a golf course, in contrast to alternate recreation uses or the continuation of the then existing conditions and prospective forest habitat evolution of the area of the planned golf course, would contribute to, rather than detract from, the implementation of the goals and objectives stated in the June 29, 1970 Sea Pines Forest Preserve Covenants, then on such a finding the Board of Directors of ASPPO may call for a referendum, and no such golf course may be constructed unless approved by 75% of the votes of participating property owners actually returned in a referendum conducted in accordance with the provisions of Article I (J) of the Covenants of September 7, 1974. The Company shall be under no obligation, express or implied, to reserve acreage within the Outdoor Recreation Area for purposes of golf course use and construction.

ARTICLE V
ENVIRONMENTAL PROTECTION AND SANITATION ZONES

Subject to the provisions of Article I above, in order to protect the saltwater estuaries and marshes surrounding Sea Pines Plantation and the marine life therein, and for other environmental purposes, the Environmental Protection and Sanitation Zones may be used for domestic waste treatment facilities, solid waste burial, water pumps and tanks, water and sewage pipes and lines, and all associated activities related to prevention of excessive discharges into the salt water of the area of pollutants, and for activities associated with the reduction of discharge into the ambient air of contaminants from burning of solid waste, by means of ground burial of such solid refuse in the area of the Sea Pines Forest Preserve designated for Environmental Protection and Sanitation, which areas will be either converted into lakes or restored as meadows or forests with a plant or a tree ground cover.

The excavation of earth for ponds and lakes shall be permitted in both the Outdoor Recreation Zones (to aid in multiple outdoor recreation) and in the Environmental Protection and Sanitation Zone. Excavation in the Wildlife Habitat Zone shall be limited to such excavation as is required for water holes and ponds for wildlife management purposes.

ARTICLE VI
MODIFICATIONS TO ENLARGE THE SEA PINES FOREST PRESERVE

Modification of the boundaries of the Sea Pines Forest Preserve may be made by the Company to increase the size of the Forest Preserve by additions added by Declaration of Covenants and a referenced plat showing the precise metes and bounds and exact acreage of each individual addition. Such enlargements of the boundaries may be effected by the filing of an appropriate plat or plats, along with a recorded Declaration providing for defined additional land units. Provided further, that no portion of the 65% of the original 572.649 acres of the Sea Pines Forest Preserve which may be designated on a plat filed for public record subsequent to this date showing a precisely surveyed area as forming a part of the Wildlife Habitat Zones of the Forest Preserve may be deleted from such Wildlife Habitat Zone and redesignated for Multiple Outdoor Recreation or Environmental Sanitation.

ARTICLE VII
HERITAGE FARM

The 13.62 acre parcel of land shown and identified as the "Heritage Farm" on a plat dated October 29, 1979 recorded in Plat Book _____ at page ____ are subject to the restrictions on land uses entitled "Covenant and Restrictions Affecting Open Space Areas" recorded in Deed Book 135 at page 9 at the Office of the

Clerk of Court dated the 25th day of January 1966 and, by recorded Declaration of the 29th day of October 1979, were made subject to the 1970 Forest Preserve Covenants, and are also hereby made subject these Covenants, as a multiple Outdoor Recreation Area.

ARTICLE VIII
LEASES, LIENS, ETC.

Subject to the provisions of this 1982 Declaration above, Sea Pines Plantation Company reserves the right, fully and absolutely, to lease to responsible organizations, such as a golf club, swimming, tennis or jogging club portions of the Outdoor Recreation Zone and lease or sell portions of the Environmental Protection and Sanitation Zones, both zones in combination covering 35% of the Sea Pines Forest Preserve Leasees in such transactions may include the Sea Pines Public Service District and successors for sewage treatment and effluent disposal facilities.

No portion of the Wildlife Habitat Zone of the Sea Pines Forest Preserve shall be leased, sold, or donated by the Company other than to: (a) a-not-for-profit environmental conservation or wildlife protection organization; (b) to the Association of Sea Pines Property Owners, or, if no such organization is available, then, and then only, to the State of South Carolina, the Beaufort County Government, or a future municipality of Hilton Head Island.

Nothing contained herein shall be construed to prohibit the Company or any lessee of the Company from giving security mortgages for new and adequate consideration on lands of the Outdoor Recreation Zone for purposes of providing security for loans for investments in the design, construction, equipping, or maintenance of permitted improvements in the Outdoor Recreation Zones or the Environmental Protection and Sanitation Zone. The mortgagee or grantee of such liens and mortgages shall, however, acquire only such rights of use of such land as are provided in these Covenants as herein set forth, or as set forth in the Covenants dated June 29, 1970, and shall be subject to the Trust Fund payments as required under the 1974 Covenants, and the Covenants dated September 8, 1976 and recorded February 2, 1977.

ARTICLE IX
GENERAL PROVISIONS

Enforcement of the Covenants shall be by any proceeding at law and equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain the violation or to recover damages, and against the land, and failure by any participating property owner or the Company to enforce any covenant or restriction herein contained for any period shall in no event be deemed a waiver or

estoppel of the right to enforce the same hereafter.

ARTICLE X
SEA PINES FOREST PRESERVE MAINTENANCE

Under the "Questions and Answers" of the Sea Pines Plantation Company agreement of June 17, 1974, the Community Services responsibilities transferred from the Company to the Trust Fund under the September 7, 1974 Covenants included:

"FOREST PRESERVE

1. General Maintenance of the preserve as an ongoing program to include such activities as repair of wood walkways, removal of litter, etc.

2. Programs of fish feeding and maintenance of water levels.

"WOODLANDS

1. Expenditures of general maintenance type for recreational facilities such as the observation tower.

2. Signage of the preserve.

"CONSERVATION AND WILDLIFE

1. Services designed to preserve the natural aspect of the community inside and outside the preserve.

2. Specialized Services such as provision of food and salt licks for deer, alligator removal and aid for injured animals."

The nine member Advisory Board elected pursuant to the Covenants of September 7, 1974 advises the Company with regard to priorities, of expenditure of trust funds managed pursuant to the 1974 Covenants including annual budget for the foregoing activities.

ARTICLE XI
DESIGNATION OF WILDLIFE HABITAT ZONE

Subject to availability of funds required to accomplish the following tasks received as donations from individuals, or wildlife organizations, or the Association of Sea Pines Property Owners or by allocations from the Trust Fund on the recommendation of the Advisory Board, the Company shall administer the following functions:

A. Engage competent wildlife biologists and wildlife management consultants to advise it as to areas

most appropriate for designation (including man-made lakes) as the 65% of the Sea Pines Forest Preserve to be set aside as the Wildlife Habitat Zone.

B. Engage competent surveyors to prepare plats for recording under its direction showing the metes and bounds of the 65% of the Sea Pines Forest Preserve (including any or all parts of man-made lakes) to be designated as the Wildlife Habitat Zone after giving thoughtful consideration to the report described in (A) above and thoughful consideration to the outdoor recreation and environmental sanitation needs projected for the Sea Pines Plantation Community, and to survey the boundaries established by the Company for the Outdoor Recreation Zone and the Environmental Sanitation Zone.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this instrument to be executed the day and year first above written pursuant to resolution duly and unanimously adopted by its Board of Directors.

SEA PINES PLANTATION COMPANY

Charles E. Fraser
Chairman of the Board

Charles A. Scarminach
Secretary

SUPPORTING RESOLUTION

The Board of Directors of the Association of Sea Pines Property Owners has reviewed prior to adoption these Covenants of September 15, 1982, has offered counsel and advice to the Company on their contents, and does commend the Sea Pines Plantation Company for their adoption.

THE BOARD OF DIRECTORS
THE ASSOCIATION OF SEA PINES
PROPERTY OWNERS

by _____
PRESIDENT

James H. Simpson
SECRETARY

Scanned

FILED AT 4:25 O'CLOCK P M
BEAUFORT COUNTY S. C.
DEC 3 1982
RECORDED IN BOOK 358 PAGE 1032
Nancy H. Lowry, Dep.
CLERK OF COURT OF COMMON PLEAS

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STATE OF SOUTH CAROLINA	)	AMENDMENT AND ADDITIONAL DECLARATION OF
	)	RIGHTS, RESTRICTIONS, CONDITIONS, ETC.
COUNTY OF BEAUFORT	)	OF COVENANTS RUNNING WITH CERTAIN LANDS OF THE SEA PINES PLANTATION COMPANY CLASS "A" COVENANTS, APRIL 1, 1970

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina (the "Company"), is the owner of certain lands located within Sea Pines Plantation on Hilton Head Island, South Carolina; and

WHEREAS, the Company has heretofore executed Covenants, Restrictions, and Affirmative Obligations applicable to all Class "A" Residential areas within Sea Pines Plantation, said Declaration being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 173 at Page 46 (the "Covenants"); and

WHEREAS, the Company reserved the right in the Covenants to modify or add to said Restrictive Covenants; and

WHEREAS, it is now the intention of the Company to modify the Covenants in respect to all those properties to which the Covenants have been or shall be made applicable and effective; and

WHEREAS, paragraph twenty (20) of the Covenants contains a specific provision prohibiting the drilling and/or maintenance of private water wells on residential properties in Sea Pines Plantation; and

WHEREAS, it is now the intention of the Company to specifically provide for an exception to the above referred to prohibition under the terms and conditions herein contained;

NOW, THEREFORE, the Company does hereby amend the Covenants by modifying paragraph twenty (20) thereof as herein provided:

1. The above "Whereas" clauses are by reference hereto incorporated herein and made an integral part hereof.

2. The Company reaffirms its declaration and general prohibition against the drilling and/or maintenance of private water wells within Sea Pines Plantation as stated in paragraph twenty (20) of the Covenants and Restrictions.

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3. The Company hereby declares that it shall now provide for a specific exception to the general prohibition against the drilling and/or maintenance of private water wells on residential lots within Sea Pines Plantation.

4. The above-mentioned exception shall apply only to the drilling and maintenance of heat pump water source and reinjection water wells for the sole and exclusive purpose of supplying water for residential heat pump air conditioning/heating systems.

5. It is hereby declared that owners of property subject to the Covenants may apply for a waiver of the prohibition against drilling and/or maintaining heat pump water source and reinjection water wells but must strictly comply with and adhere to the following provisions:

A. No private heat pump water source and reinjection water well shall be drilled to such a depth so as to penetrate the cap of the Ocala Acquifer. Prior to the initiation of any drilling operation, the Property Owner shall notify his well-drilling contractor in writing of this restriction. Upon the conclusion of well drilling operations, the Property Owner's contractor shall prepare and submit an affidavit identifying the property drilled and certifying that the Ocala Acquifer was not penetrated.

B. Any property owner desiring heat pump water source and reinjection water wells shall submit an application to the Sea Pines Plantation Company Architectural Review Board or its designee. The Company reserves the right to charge a property owner a reasonable application fee, if the Company so determines that such a fee is warranted.

C. Any additional costs attendant to filing and reviewing applications with the Sea Pines Architectural Review Board shall also be borne by the applicant/property owner.

D. The Company through its Architectural Review Board has the absolute right in its sole discretion to disapprove any such application without recourse by the property owner for any reason whatsoever.

E. Approval of the application shall be contingent upon the assumption by the property owner of all costs associated with the drilling and maintaining of the heat pump water source and reinjection wells.

F. Any approval granted to drill heat pump water source and reinjection wells, shall be further contingent upon the property owner agreeing that the wells shall be used for the sole and exclusive purpose of supplying water for heat pump air

conditioning/heating systems and for no other purpose. The Company reserves the right to withdraw said permission in the event of any prohibited use.

G. The Company shall have at all times the right but not the obligation to supervise and monitor all drilling and piping activities with regard to the installation of heat pump water source and reinjection water wells.

H. Approval by the Company to drill heat pump water source and reinjection wells shall not constitute a warranty or guarantee that such wells shall be effective for the specific purpose of operating a heat pump air conditioning/heating system or that such wells will not damage surrounding properties.

I. Upon the approval of an application to drill heat pump water source and reinjection water wells, the property owner covenants and agrees that it shall hold harmless Sea Pines Plantation Company, its successors and assigns, officers, agents and employees, from all claims, suits, damages, liabilities and costs (including attorney's fees) which may arise as a result of the installation, maintenance and operation of such a system including but not limited to claims by other property owners in Sea Pines Plantation.

6. This Amendment and Additional Declaration of Rights, Restrictions, and Conditions, shall constitute covenants running with certain lands of Sea Pines Plantation and shall be applicable only to those properties within Sea Pines Plantation which have been or shall be made subject to the Covenants. Otherwise, in all other respects, the terms of the Sea Pines Class "A" Covenants shall remain unchanged.

IN WITNESS WHEREOF, Sea Pines Plantation Company by its duly authorized officers, has caused this Amendment to be executed and its corporate seal to be affixed as of this 10 day of January, 1984.

WITNESSES:

Billie A. Wiggins

Terry L. Wyse

SEA PINES PLANTATION COMPANY:

By: [signature]
Its

Attest: [signature]
Its Secretary

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FILED AT 10:00 ON 01/11/84

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Billie A. Wiggins, and made oath that s/he saw the within named SEA PINES PLANTATION COMPANY, by John R. Hemphill, its Vice President, sign the within instrument, and Charles A. Scarminach, its Secretary, attest the same, and that s/he with Terry L. Wynn witnessed the execution thereof.

Billie A. Wiggins

SWORN to and subscribed before me
this 10 day of January, 1985.

Terry L. Wynn
Notary Public for South Carolina
My Commission Expires: 10/28/92

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FILED AT 093000 ON 01/11/84 28491
BOOK NUMBER 385 PAGES 1561- 1564
FILING FEE 4.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 4.00
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STATE OF SOUTH CAROLINA)	RESTATEMENT AND ASSIGNMENT OF
)	RIGHTS, RESTRICTIONS, AFFIRMATIVE
COUNTY OF BEAUFORT)	OBLIGATIONS AND CONDITIONS WHICH CONSTITUTE COVENANTS RUNNING WITH THE LAND IN SEA PINES PLANTATION

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, hereinafter called the "Company," has developed that certain subdivision and community on Hilton Head Island, South Carolina, known as Sea Pines Plantation, the actual boundaries being more particularly described in the Declaration of Covenants and Restrictions of Sea Pines Plantation Company recorded in Deed Book 224 at Page 1036, and continues to own certain properties located therein; and

WHEREAS, the Company has from time to time recorded certain covenants affecting the development of various types of properties in Sea Pines Plantation, said properties being designated in those covenants as "Class 'A' Residential Areas," "Class 'B' Multi-Family Residential Areas" and "Commercial Property"; and

WHEREAS, the aforesaid covenants are commonly known as the Class A Residential Covenants recorded in Deed Book 173 at Page 46, as amended, in the Office of the Clerk of Court for Beaufort County, South Carolina, the Class B Multi-Family Covenants, recorded in Deed Book 124 at Page 35, as amended, in said Clerk's

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FILED AT 094500 ON 03/16/84

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Office and various Commercial Covenants recorded in Deed Book 193 at Page 1652, and Deed Book 209 at Page 1715, as amended, in said Clerk's Office, all collectively hereinafter referred to as the "Sea Pines Covenants"; and

WHEREAS, the Sea Pines Covenants reserve certain rights of architectural review as more specifically provided therein to the Company, its successors and assigns; and

WHEREAS, the Company has exercised its rights of architectural review under the Sea Pines Covenants through Sea Pines Architectural Review Board, (hereinafter referred to as the "ARB"); and

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WHEREAS, the Company has entered into that Memorandum of Agreement dated February 8, 1984, with the Association of Sea Pines Plantation Property Owners, Inc. (hereinafter referred to as "ASPPPO") which, among other things, provides for the reconstitution of membership of the ARB and formal definition of the authority and responsibilities of the ARB; and

WHEREAS, the Company, in accordance with said Memorandum of Agreement and the resolution of its Board of Directors was authorized to make this Assignment and Restatement of Architectural Review Rights contained in the Sea Pines Covenants.

NOW, THEREFORE, Sea Pines Plantation Company does hereby amend and restate the applicable provisions of the Sea Pines Covenants as herein provided.

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1. Reconstituted Architectural Review Board. The ARB shall consist of nine (9) members who shall be appointed as follows:

(a) Three (3) members appointed by the Company.

(b) Two (2) members appointed by the Advisory Board of Sea Pines Plantation Property Owners, (the "Advisory Board") or any successor entity approved by the Company.

(c) Two (2) members appointed by ASPPPO, or any successor entity approved by the Company.

(d) Two (2) non-voting members, one of whom shall serve as the Administrator of the ARB and to whom the ARB may delegate such responsibilities as it shall determine, and an Architect licensed to do business in the State of South Carolina, which Architect shall serve on a rotating basis in accordance with procedures approved by at least five of the seven voting members of the ARB.

All voting members of the ARB shall serve until such time as written notice shall be received by the ARB of the replacement of such member by the entity authorized to appoint said member. In the absence of any member, said absent member may be represented by an alternate member appointed by the entity authorized to appoint said member.

2. Assignment of Architectural Review Rights to the ARB. The Company does hereby assign to the ARB all architectural review rights contained in the Sea Pines Covenants as hereinafter restated.

3. Restated Architectural Review Rights.

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(a) No building, fence or other structure shall be erected, placed or altered on any lot in Sea Pines Plantation until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the ARB, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the ARB upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the ARB shall seem sufficient, except as otherwise provided herein. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ARB. One (1) copy of all plans and related data shall be furnished the ARB for its records.

(b) No plans will be approved unless the proposed house or other structure will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot or building site will normally be specified in each sales contract, and expressly stipulated in each deed but may be specified by the ARB. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the dwelling or structure, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or structure or if they are on the ground floor of a two-story structure.

(c) Since the establishment of standard inflexible building setback lines for location of houses or other structures on lots tends to force construction of houses or structures both directly behind and directly to the side of other houses or structures with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure, however, that location of houses or other structures will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house or other structure, that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and similar considerations, the ARB reserves unto itself, its successors and assigns, the right to control absolutely and

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solely to decide the precise site and location of any house or dwelling or other structure upon all lots or other parcels within Sea Pines Plantation and to cluster or otherwise arrange any structure or complex of structures on any lot or parcel within Sea Pines Plantation. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot or parcel owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in a contract of purchase with the Company dated prior to this Restatement and Assignment, the ARB shall approve automatically such location for a residence or other structure or structures.

(d) The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities or due to the size and complexity of the project.

(e) No tree or bush having a diameter of six (6") inches or more at a point three (3') feet above surrounding grade shall be removed without the approval of the ARB. No vegetation or dunes may be removed or modified nor may any fill or structures be added which, in the opinion of the ARB, could cause a destruction of water courses, damage to the primary dune, loss of protection from wave action, or result in unsightly or dangerous conditions on adjoining property, without the approval of the ARB.

(f) Reference may be had to the Sea Pines Covenants for additional rights of Architectural Review which shall now be exercised by the ARB pursuant to the within assignment. These rights shall include the right to approve or disapprove commercial signage in Sea Pines Plantation.

(g) The Company expressly reserves to itself the sole right to approve the consolidation or subdivision of any lot or parcel. Specifically, the Company expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to the relocation of easements, walkways and rights-of-way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20%) percent from its original size, but further provided, that any such lot may be reduced in size to a minimum

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of one acre whether or not such reduction in size is more than twenty (20%) percent of the area of the lot as originally platted. The Company shall not use this reservation of right to reduce any full size lot to a patio lot as that term is defined in the Sea Pines Covenants.

(h) The Company expressly reserves to itself, its agents or assigns, any other provision contained herein notwithstanding, the right to build any bridges, walkways, or fixed spans across any or all natural or man made canals, creeks or lagoons in Sea Pines Plantation; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet above mean sea level, fifteen (15) feet above mean low tide and nine (9) feet above mean high tide and provided further, the plans and specifications for any structure shall be subject to ARB review and approval. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

Included in purposes of the architectural review shall be to ensure that structures and improvements and their materials and colors are visually harmonious with the overall appearance of Sea Pines Plantation, surrounding development, natural land forms and existing vegetation; and comply with applicable laws, ordinances and regulations of any governmental or public authority having jurisdiction over the property. Architectural review shall not be used as a mechanism for precluding a use of the property otherwise authorized by the Sea Pines Plantation Master Plan, applicable recorded covenants and laws; provided, however, that such review process can, if reasonably necessary to accomplish

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the purposes set forth above, resnlt in the imposition of limitations on otherwise acceptable density if there is no architecturally acceptable and economically feasible way to achieve the above stated purposes of architectural review. In such cases, however, any reduction in densities shall be minimized to the extent practical.

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4. Review Procedure.

(a) One copy of all plans and related data shall be furnished the ARB, which copy shall be retained in the records of the ARB. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the ARB, the applicant may send a demand for action by certified mail. If the application is neither granted nor denied within ten (10) days of receipt of such demand, said application shall be deemed to be approved by the ARB. "Notice" by the ARB to the applicant shall be in writing, delivered to the applicant or its actual or apparent agent personally, by common carrier providing evidence of such delivery, or by United States mail. In the case of United States mail, delivery shall be deemed to occur on the first calendar day following the placement of such notice in the United States mail by the ARB. If the applicant is incapacitated or outside the United States or in similar circumstances making the utilization of normal notice procedures difficult, the ARB shall be authorized to extend the time in which to deliver notice by a reasonable period.

(b) Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Disapproved plans and related data ahall be accompanied by a statement of items found unacceptable and the reasons they are unacceptable.

(c) Refusal of approval of plans, locations or specifications may be based by the ARB upon any reasonable ground which is consistent with the objectives of the Sea Pines Covenants, including but not limited to aesthetic considerations, the harmony and scale, the impact of the bulk, coverage, function or plans on neighboring properties, the view of the structure or property from public or private roads, the placement of parking spaces, and the desirability of preserving significant trees or other unique vegetation.

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The architectural review process shall not be conducted in an arbitrary and capricious fashion by, for example, applying substantially different standards than those typically applied by the ARB to submissions during the same period of time; nonetheless, any approval of a plan which, when built, is not considered desirable for future construction, shall not be considered as a precedent requiring the ARB to approve similar plans on subsequent submissions.

(d) The ARB, from time to time may promulgate standards through bulletins making reference to various national building standards, fire safety standards and other building codes which must be followed in architectural designs submitted to ARB. Additional building standards may be established by a vote of five (5) of the seven (7) voting members of the ARB and shall be made available to any property owner at the ARB's cost of publication. Modifications in like fashion may be made by the ARB.

(e) No approval of plans, location or specifications, and no publication or architectural standards bulletins by the ARB shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or structure or that such standards comply with pertinent law. Such approvals and standards shall in no event be construed as repreaenting, guaranteeing or implying that any residence will be built in a good workmanlike manner. NO IMPLIED WARRANTIES OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR PURPOSE OR MERCHANTABILITY SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE BY THE ARB, ITS SUCCESSORS OR ASSIGNS.

(f) Neither Sea Pines Plantation Company nor the ARB shall be liable to a property owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against a property owner or such other person arising out of or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents or required approvals which must be obtained from the ARB whether given, granted or denied.

(g) Delivery of documents to the ARB shall be deemed to occur on the date acknowledged by the ARB or evidenced by issuance of a receipt by the ARB, or as evidenced by a receipt by certified or registered mail, or a common carrier, or as shown on the records of the ARB.

(h) As soon as practicable and in any event within sixty (60) days of delivery to the ARB of material purported

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to comply with the procedures of the ARB, as outlined below, the ARB shall notify the applicant of any required materials which have not been received. If no such notice is given, the materials shall be deemed adequate for review by the ARB.

(i) If within the applicable period, the applicant is notified that additional materials are required or that the application is disapproved, the applicant shall have 180 calendar days in which to submit the additional material or propose modifications to the ARB in an effort to receive its approval. Thereafter, the ARB may, in its sole discretion, require resubmission of all necessary materials and payment of additional fees, as set forth below.

(j) If, after notice from the ARB, the applicant is unwilling to submit the additional documents proposed or to make the modifications or re-submissions desired, then the applicant may, by written notice to the ARB, notify the ARB that it wishes to arbitrate the issue in accordance with the laws of South Carolina (currently Sections 15-48-10 through 15-48-240 of the Code of Laws of South Carolina 1976). By providing such notice, the applicant shall be deemed to indicate its willingness to bear the cost of such arbitration, unless the ARB, in its sole discretion, agrees to bear some or all of such costs.

(k) By a vote of not less than five (5) of the seven (7) voting members of the ARB, the ARB may, from time to time, establish the specific materials which are to be submitted by an applicant as part of the architectural review process. By a vote of a majority of the membership of the ARB or by delegation of authority to the Administrator, the ARB may waive the necessity to submit any specific document in a particular case.

(l) Any preliminary or final approval issued prior to February 8, 1984, by the Company or the ARB predecessor shall be valid.

(m) In recognition of the benefits to be derived by all property owners from the proper administration of the ARB and in recognition of the costs involved in providing such proper administration, an application fee schedule shall be established and published by a vote of five (5) of the seven (7) voting members of the ARB for the following categories of construction:

(1) <u>New Construction</u>:

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(a) Class A dwelling units (standard single-family houses, patio homes and townhouses).

(b) Class B dwelling units (multi-family apartments, townhouses and villas).

(c) Swimming pools, patios, decks, balconies, driveways, fencings.

(d) Commercial or institutional construction.

(2) Existing Construction:

(a) Major renovation or remodeling (addition of rooms, garages, carports, porches or other major modification of building structure which results in an externally visible alteration to the structure or site).

(b) Minor renovation or exterior color changes (e.g. re-staining*, re-roofing*, tree removal, changing exterior features such as doors or windows, etc.).

*NOTE: No fee is required for re-staining or re-roofing with existing colors.

The fee schedule and the categories of construction may be amended and modified by the ARB from time to time.

(n) In addition to the application fee described above, the ARB, in its sole discretion, may require a Clean Up and Restoration Deposit in an amount determined by the ARB in its reasonable discretion. This deposit may be in cash, irrevocable letter of credit or such other form satisfactory to the ARB. Payment of said deposit does not relieve the applicant/property owner of responsibility for site clean up and restoration of construction related damage to adjoining property including roadways and walkways, but the ARB may apply such funds to properly clean up the site and perform restoration and repair work to off-site property damaged as a result of construction if such work is not completed to its satisfaction upon completion of construction approved by the ARB. Upon satisfactory completion of clean up and restoration, any funds not used by the ARB shall be refunded to the applicant. The Clean Up and Restoration Deposit requirement shall not apply to construction by the Company.

(o) Unless otherwise specified by the ARB, all payments required hereunder shall be made to the Sea Pines

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Architectural Review Board. Said funds shall be used or retained solely for the ARB, unless otherwise approved by the Board.

(p) The ARB reserves the right to modify the review procedures set forth in this paragraph or add procedures from time to time.

5. Construction and Development by the Company. The Company shall submit to the ARB all required plans and signage as herein specified for new construction, including construction of hotel, motel and/or inn rooms, in Sea Pines Plantation on properties owned by the Company or by joint ventures of which the Company is a part; provided, however, that in the event any such submission or any proposed signage is disapproved by the ARB, the Company shall have the right to appeal the decision of the ARB to an arbitrator approved by the Company and ASPPPO. In the event a mutually agreed upon arbitrator cannot be selected, an arbitration committee shall be established consisting of one member selected by ASPPPO, one member selected by the Company and a third member selected from among the members of the Island Association of Architects by mutual agreement of the Company and ASPPPO. The decision of the arbitration committee shall be final. In the event of arbitration, the procedures set forth in Sections 15-48-10 through 15-48-240 of the Code of Laws of South Carolina 1976 shall apply. Notwithstanding the terms of this paragraph, the review and approval required for construction by the Company shall not be used as a mechanism for decreasing the

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maximum number of dwelling units or hotel, motel and/or inn rooms permitted to the Company by the Settlement Agreement of February 8, 1984.

6. Termination of Assignment. In the event the Memorandum of Agreement referred to herein is determined to be null and void in accordance with paragraph 11 of said Memorandum of Agreement, then the Company shall have the option to unilaterally withdraw and terminate the within assignment of architectural review rights as defined in paragraphs one and two hereof. In such a case, all rights of architectural review as contained in the Sea Pines Covenants as herein amended and restated shall immediately revest in the Company or its designee.

It is specifically understood that all covenants, restrictions, affirmative obligations and conditions set forth in the Sea Pines Covenants shall continue to be applicable except as modified by the within Assignment.

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IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this Assignment and Restatement to be executed in its corporate name by John B. Platt, III, its President, and attested to by Charles A. Scarminach, its Secretary, on this 8th day of February, 1984.

SEA PINES PLANTATION COMPANY

BY: John B. Platt
Its President

ATTEST: Charles A. Scarminach
Its Secretary

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Charles W. McIntyre, Jr., who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by John B. Platt, III, its President, sign the within document, and Charles A. Scarminach its Secretary attest the same, and that (s)he with Terry M. Wynn witnessed the execution thereof.

Charles W. McIntyre, Jr.
(witness)

SWORN to before me this 8 day of February, 1984.

Terry M. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

2.2.84 COVE (cp.cove)

NDS

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TOTAL FEES 14.00
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CLERK OF COURT BFT CNTY, SC

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)
COUNTY OF BEAUFORT)

ADDITIONAL DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, CONDITIONS, ETC. WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS OF SEA PINES PLANTATION COMPANY

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as the "Company"), is the owner of certain lands located within Sea Pines Plantation, on Hilton Head Island, South Carolina, and more particularly described at Exhibit A hereto (hereinafter referred to as the "Property"); and

WHEREAS, the Company has, from time to time, recorded restrictive covenants on the Property which regulate the use and development of the Property; and

WHEREAS, included in the covenants recorded on the Property are those commonly known as the Sea Pines Plantation Property Owners Covenants of 1974, recorded in Deed Book 224 at Page 1036 in the Office of the Clerk of Court for Beaufort County, South Carolina (hereinafter referred to as the "1974 Covenants"); and

WHEREAS, the 1974 Covenants established certain categories of property use which included Business Land; and

WHEREAS, Business Land was defined in the 1974 Covenants as property on which the following kinds of facilities have been or shall be constructed, but shall not include land adjacent or contiguous to any such buildings:

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(1) Restaurant and/or bar facilities;

(2) Warehouse and storage facilities;

(3) Offices;

(4) Commercial buildings, including but not limited to retail shops, hotels, motels, inns, banks, theaters, lounges, but excluding family dwelling units;

(5) Stable buildings;

(6) Recreation clubhouses; and

(7) Tennis courts; and

WHEREAS, a controversy has arisen with a Sea Pines Plantation Property Owner and the Association of Sea Pines Plantation Property Owners, Inc. (hereinafter referred to as "ASPPPO") over the permitted uses for Business Land, said controversy having been resolved in accordance with the terms of that certain Settlement Agreement of February 8, 1984, between the Association of Sea Pines Plantation Property Owners, Inc., Edward J. Kusel and Sea Pines Plantation Company (the "Settlement Agreement"); and

WHEREAS, in accordance with the Settlement Agreement, the Company has agreed to record the within Additional Covenants to restrict the use of the Property as hereinafter provided.

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the additional special covenants of limited area application, contained herein, shall be covenants running with the land and shall apply to the Property.

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1. Definitions.

(a) Whenever used herein, the term "hotel, motel and/or inn room" shall refer to any room or combination of rooms which can be rented as one separate accommodation unit; and

(b) Whenever used herein the term "Harbour Town Site" shall mean that property described herein at Exhibit B.

(c) Whenever used herein the term Sea Pines Inn Site" shall mean that property described herein at Exhibit C.

(d) Whenever used herein the term "Harbour House 'A'" shall mean that property more particularly described at Exhibit D.

2. Location of New and/or Converted Hotel, Motel and/or Inn Rooms.

(a) A maximum of One Hundred and Sixty (160) new hotel, motel and/or inn rooms may be developed by the Company, its successors or assigns within the boundaries of Sea Pines Plantation, as said boundaries are defined in the 1974 Covenants, at locations hereinafter defined.

(b) Of the maximum new hotel, motel and/or inn rooms permitted hereunder, not more than Sixty (60) of said new hotel, motel and/or inn rooms shall be located at the Harbour Town Site and the remaining One Hundred (100) new hotel, motel and/or inn rooms shall be located at the Sea Pines Inn Site.

(c) In addition to the One Hundred and Sixty (160) new hotel, motel and/or inn rooms permitted hereunder, the Company, its successors and assigns, shall have the right to convert the residential apartment units located in Harbour House "A", to a maximum of Forty (40) hotel, motel and/or inn rooms, or such lesser number as the Company, its successors and assigns, shall choose.

(d) The number of residential apartment units located in Harbour House A which are converted by the Company, its successors or assigns, to hotel, motel and/or inn rooms as provided above, shall, upon said conversion, be deducted from the number of family dwelling units in Sea Pines Plantation then calculated to exist and the Company, its successors or assigns, shall have the right

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to replace said converted apartment units with the same number of family dwelling units, as that term is used in the 1974 Covenants; provided, however, that the number of family dwelling units so constructed as a result of such conversion shall not exceed twenty-six (26); and, provided further, that the provisions of this paragraph shall not be interpreted to permit the Company, its successors or assigns, to violate the overall density limitation for Sea Pines Plantation of Five Thousand Eight Hundred Ninety (5,890) family dwelling units as contained in the 1974 Covenants.

3. Prohibition Against Construction of Additional Hotel Motel and/or Inn Rooms.

(a) No hotel, motel, and/or inn rooms, and/or other convention facilities shall be constructed on the Property other than as herein permitted on the Harbour Town Site and the Sea Pines Inn Site.

(b) New meeting rooms, restaurants, convention facilities, and other ancillary facilities developed in connection with new or converted hotel, motel and/or inn rooms constructed on the Harbour Town Site and/or the Sea Pines Inn Site shall be limited to those facilities appropriate to accommodate the new and converted hotel, motel and/or inn rooms so constructed. This restriction shall also apply to modernization, alteration, refurbishment or conversion of existing ancillary facilities; provided, however, that the Company, its successors and assigns, shall not be restricted in its development of other permitted commercial facilities in areas of Sea Pines Plantation not otherwise restricted.

4. Duration of Covenants Together with Afterword.

(a) All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Sea Pines Plantation Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, this Declaration can be modified, changed or terminated if such change is approved by the Company and by the participating Property Owners pursuant to a Referendum, as defined in the 1974 Covenants.

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(b) Notwithstanding the above paragraph, the Company reserves the exclusive right and option to terminate and rescind this Declaration in its entirety and thereby remove the restrictions contained herein from the Property in the event that the Settlement Agreement is determined to be null and void and of no further force and effect for the reasons set forth in said Settlement Agreement.

5. Violation of Covenants. In the event of a violation or breach of any of the restrictions contained herein, any property owner in Sea Pines Plantation or all of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, its successors and assigns, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Sea Pines Plantation Company, its successors and assigns, shall have the right, whenever there shall have been built on any property in Sea Pines Plantation any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however

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long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

It is the true intent and purpose of Sea Pines Plantation Company that the covenants and restrictions contained herein shall be in addition to those previously recorded and shall apply to the property described herein. It is specifically understood that all other covenants, restrictions, affirmative obligations and conditions set forth in previously recorded instruments shall continue to be applicable.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this Additional Declaration to be executed in its corporate name by John B. Platt, III, its President, and attested to by Charles A. Scarminach, its Secretary, on this 8th day of February, 1984.

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SEA PINES PLANTATION COMPANY

BY: John B. Platt
Its President

ATTEST: Charles A. Scarminach
Its Secretary

Terry L. Wynn

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Charles W. McIntyre Jr., who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by John B. Platt, III, its President, sign the within document, and Charles A. Scarminach, its Secretary, attest the same, and that (s)he with Terry L. Wynn witnessed the execution thereof.

(witness)

SWORN to before me this 8 day of February, 1984.

Terry L. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

2.2.84 SP.COVE (cp.spcove)

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EXHIBIT A

(a) All that certain piece, parcel or tract of land containing 1.637 Acres as shown on a plat entitled "Topography Survey Harbour Town Parcel Adjacent to Harbour House B", prepared by Richardson & Associates, Inc., Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, SC RLS #4784, dated May, 23, 1974; and finally revised May 29, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 16 on the 6th day of March, 1984.

(b) All that certain piece, parcel or tract of land shown as Artist Area, containing 2.49 Acres and all that certain piece, parcel or tract of land shown as Sunday Park and containing 1.98 Acres and all that certain piece, parcel or tract of land shown as Tract 15 containing 0.33062 Acres, all said pieces, parcels or tracts of land being shown on a plat entitled "Composite Map Harbour Town, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and prepared by Richardson & Associates, Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, SC RLS #4784, dated July, 1974; final revision being dated January, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 115 on April 9, 1976.

(c) All that certain piece, parcel or tract of land shown and described as Summer House Bar, Parcel 7, on a plat entitled "Composite Map Harbour Town, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" dated July 1974, final revision being dated January 1976, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 115 on April 9, 1976.

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(d) All that certain piece, parcel or tract of land shown and described as 27, containing 3.21 Acres and all that certain piece, parcel or tract of land shown as 28, containing 1.32 Acres on a plat entitled "Composite Map Harbour Town, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina", prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, dated July, 1974 with final revision dated January 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 115.

AND, ALSO, all those certain roadways, pathways, easements, parking areas, lagoons, open spaces and residual properties owned by Sea Pines Plantation Company as of the date of this Agreement and shown on the aforesaid Plat of Record.

(e) All that certain piece, parcel or tract of land shown and described as HARBOUR HOUSE A, containing a total of 1.01 Acres, and all walkways, passageways, parking areas and easements, if any, shown thereon and owned by Sea Pines Plantation Company, on a plat entitled "A Plat of Harbour House In Harbour Town Exhibit A, a Section of Sea Pines Plantation Co., Hilton Head Island, Beaufort County, S. C.," prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, last revision dated January 27, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 105.

(f) All that certain piece, parcel or tract of land consisting of 2.2173 Acres and shown as 2.44 Acres, save and except those parcels shown as Parcels 3, 4, and 5, on a plat entitled "A Plat of 2.44 Acres, A Section of Lighthouse Beach Co., Harbour Town Tract, Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, S. C. RLS #4175, dated May 15, 1973, latest revision dated November 12, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 21 at Page 168 on the 3rd day of December, 1973.

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(g) All that certain piece, parcel or tract of land shown as Parcel C on a plat entitled "Plat of 136.56 Acres of Sea Pines Plantation, known as Harbour Town Golf Course, located on Hilton Head Island, Beaufort County, South Carolina, prepared by Thomas & Hutton Engineering Co., Savannah, Georgia and certified to by Joseph J. Huttou, S. C. RLS #1650, dated the 11th day of March, 1969, final revision dated January 26, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 20 at Page 157 on the 31st day of January, 1973, said Parcel C containing 14.53187 Acres; and

(h) All that certain piece, parcel or tract of land shown as 0.98 Acres on a plat entitled "A Plat of 13.94 Acres, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Thomas & Hutton Engineering Co., Savannah, Georgia and certified to by J. J. Hutton, S. C. RLS #1650, dated February 24, 1971, Final Revision having been prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, dated November 14, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 34 on 11-17-75.

(i) All that certain piece, parcel or tract of land shown as 8.177 Acres on a plat entitled "A Plat of Asbuilt Plantation Club additions and improvements, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, certified to by Richard L. Stroman, S. C. RLS #5496, dated the 12th day of February, 1975, having been revised March 21, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 23 at Page 94 on the 26th day of February, 1975.

(j) All that certain piece, parcel or tract of land shown as 1.238 Acres on a plat entitled "A Plat of 5.093 Acres, Sea Pines Plantation, Plantation Clubhouse Tract, Hilton Head Island, Beaufort County, South Carolina, prepared by Richardson & Associates, Inc., Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, S. C. RLS #4784, dated the 20th day of February, 1974, latest revision dated March 20, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 22 at Page 80 on the 2nd day of May, 1974.

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(k) All that certain piece, parcel or tract of unplatted land lying and being between all those certain pieces, parcels or tracts of land shown as Plantation Club and Fairway #9 of the Ocean Course as shown on a plat entitled "A Plat of Ocean Golf Course, A Section of Sea Pines Plantation," said Parcel containing 2 Acres, more or less, said plat being dated February 15, 1974; final revision dated February 27, 1974, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at Page 82 on May 6, 1974.

(l) All that certain piece, parcel or tract of land, containing 6.618 Acres, shown and described on a plat entitled "A Section I Composite of South Beach and the As-Built condition of South Beach Marina, South Beach Pool & South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, prepared by Forrest G. Calvert, S. C. RLS #4175, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 49, SAVE AND EXCEPTING from the aforesaid 6.618 Acres, all those certain pieces, parcels or tracts of land described as follows:

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1980, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a Point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence aouth 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'05" west a distance of 209.39' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point,

thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.89' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.88' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 23.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.28' to a point, thence north 45°32'00" east a distance of 22.26' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 150.00' to a point, said point being the aforesaid Point of Beginning.

(m) All that certain piece, parcel or tract of land containing 4.691 Acres as shown on a plat entitled "A Composite Plat of South Beach and the Asbuilt Condition of South Beach Marina, South Beach Pool, and South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, originally prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, RLS #4175, and revised on February 24, 1978, by Coastal Surveying Co., Inc. Hilton Head Island, South Carolina and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 29 on August 25, 1978.

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(n) All that certain piece, parcel or tract of land containing 4.00 Acres as shown on a plat entitled "A Composite of South Beach and the Asbuilt Condition of South Beach Marina, South Beach Pool, and South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, originally prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, RLS #4175, final revision being dated February 24, 1978, said revision having been prepared by Coastal Surveying Co., Inc. on Hilton Head Island, South Carolina and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 29 on August 25, 1978.

(o) All that certain piece, parcel or tract of land consisting of 1.283 Acres as shown on a plat entitled "A Plat of the Property of Lighthouse Beach Company" prepared for Sea Pines Plantation Co. by Sea Pines Survey Department and dated January 23, 1973, and further designated as "A Plat of 1.283 Acres of Lighthouse Beach Company's Tract located in the South Beach Area of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," certified to by Nathan C. Bowers, S. C. RLS #4116 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 20 at Page 155 on January 30, 1973.

(p) All that certain piece, parcel or tract of land shown as 2.48 Acres on a plat entitled "A Composite of South Beach and the Asbuilt Condition of South Beach Marina, South Beach Pool and South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, prepared originally by Calvert Surveying Co., Inc. and certified to by Forrest G. Calvert, RLS #4175, latest revision being dated February 24, 1978 and prepared by Coastal Surveying Co., Inc., certified to by Jerry L. Richardson, S. C. RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 29 on August 25, 1978.

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(q) All those certain pieces, parcels or tracts of land containing 1.456 Acres, shown on a plat as Parcel AA-1 containing 0.196 Acres and a parcel containing 1.26 Acres, which plat is entitled "A Plat of an As-Built Survey of Beachside Tennis Villas Horizontal Property Regime LXXVIII, Phases IA, IB and II, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated July 16, 1981, final revision being dated April 26, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 106 on May 12, 1982.

(r) All that certain piece, parcel or tract of land containing 3.255 Acres as shown on a plat entitled "A Plat of 3.399 Acres South Beach Cabanas Asbuilt Conditions, Sea Pines Plantation Company, Hilton Head Island, Beaufort County, South Carolina, dated May 21, 1974, and prepared by and certified to by Forrest F. Baughman, S. C. RLS #4922, final revision dated January 12, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 45 on January 19, 1982.

(s) All that certain piece, parcel or tract of land shown as Parcel M and containing 21.786 Acres on a plat entitled "A Composite Plat of 605.78 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and other Platted Areas, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated October 29, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 28 at Page 64 on October 31, 1979.

(t) All that certain piece, parcel or tract of land shown as Parcel K, containing 4.72 Acres, on a plat entitled "A Composite Plat of 605.78 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and other Platted Areas" prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated October 29, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 28 at Page 64 on October 31, 1979.

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(u) All that certain piece, parcel or tract of land containing 3.20 Acres as shown on a plat entitled "A Plat of 13.60 Acres, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Thomas and Hutton Engineering Company, Savannah, Georgia and certified to by W. G. Foster, SC RLS #2753, dated December 16, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 26 at Page 130 on the 28 day of December, 1977.

(v) All that certain piece, parcel or tract of land containing 10.347 Acres on Hilton Head Island, Beaufort County, South Carolina as shown on a plat entitled "A Plat of a Portion of Sea Pines Plantation containing 10.347 Acres Sea Pines Club Facilities," dated December 1976, prepared by Sea Pines Land Control Department and certified to by Jerry L. Richardson, S. C. RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 26 at Page 55 on 1st day of August, 1977.

(w) All that certain piece, parcel or tract of land shown as Tract C containing 3.478 Acres on a plat entitled "A Plat of Sea Pines Center, 10.099 Acres, Tracts, A, B & C, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated September 3, 1982; final revision being dated November 5, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 31 at Page 5 on the 12th day of November, 1982.

(x) All that certain piece, parcel or tract of land containing 3.000 Acres as shown on a plat entitled "A Plat of 3.000 Acrea, Sea Pines Academy, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," dated October 6, 1981, and prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 22 on December 3, 1981.

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(y) All those certain pieces, parcels or tracts of land containing in the aggregate 47.99 Acres and shown as Parcel H containing 5.69 Acres, Parcel G containing 33.98 Acres, Parcel B containing 2.98 Acres, Parcel C containing 1.69 Acres, Parcel D containing 1.30 Acres, Parcel E containing 1.35 Acres, on a plat entitled "A Composite Plat of 605.78 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and other Platted Areas, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated October 29, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 28 at Page 64 on October 31, 1979.

(z) All that certain piece, parcel or tract of land containing 12.16 acres as shown on a plat entitled "Six Oaks Cemetery and Six Oaks Park, a Section of Sea Pines Plantation," dated March 21, 1973; final revision dated May 1, 1973, prepared by Jerry L. Richardson and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 58 on June 18, 1973.

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EXHIBIT B

Harbour Town Site

Those certain parcels owned or acquired by Sea Pines Plantation Company located in the areas lying generally northwest of the intersection of Lighthouse Road and Stoney Creek Road commonly known as Harbour Town including all parking areas, building sites, recreational areas, landscaped areas, easements, rights-of-way, roadways, walkways, bicycle paths and open space areas located therein, said parcels being more particularly described as follows:

(a) All that certain piece, parcel or tract of land containing 1.637 Acres as shown on a plat entitled "Topography Survey Harbour Town Parcel Adjacent to Harbour House B", prepared by Richardson & Associates, Inc., Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, SC RLS #4784, dated May, 23, 1974; and finally revised May 29, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 16 on the 8th day of March, 1984.

(b) All that certain piece, parcel or tract of land shown as Artist Area, containing 2.49 Acres and all that certain piece, parcel or tract of land shown as Sunday Park and containing 1.98 Acres and all that certain piece, parcel or tract of land shown as Tract 15 containing 0.33062 Acres, all said pieces, parcels or tracts of land being shown on a plat entitled "Composite Map Harbour Town, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and prepared by Richardson & Associates, Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, SC RLS #4784, dated July, 1974; final revision being dated January, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 115 on April 9, 1976.

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(c) All that certain piece, parcel or tract of land shown and described as Summer House Bar, Parcel 7, on a plat entitled "Composite Map Harbour Town, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" dated July 1974, final revision being dated January 1976, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 115 on April 9, 1976.

(d) All that certain piece, parcel or tract of land shown and described as 27, containing 3.21 Acres and all that certain piece, parcel or tract of land shown as 28, containing 1.32 Acres on a plat entitled "Composite Map Harbour Town, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina", prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, dated July, 1974 with final revision dated January 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 115.

AND, ALSO, all those certain roadways, pathways, easements, parking areas, lagoons, open spaces and residual properties owned by Sea Pines Plantation Company as of the date of this Agreement and shown on the aforesaid Plat of Record.

(e) All that certain piece, parcel or tract of land shown and described as HARBOUR HOUSE A, containing a total of 1.01 Acres, and all walkways, passageways, parking areas and easements, if any, shown thereon and owned by Sea Pines Plantation Company, on a plat entitled "A Plat of Harbour House In Harbour Town Exhibit A, a Section of Sea Pines Plantation Co., Hilton Head Island, Beaufort County, S. C.," prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, last revision dated January 27, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 105.

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(f) All that certain piece, parcel or tract of land consisting of 2.2173 Acres and shown as 2.44 Acres, save and except those parcels shown as Parcels 3, 4, and 5, on a plat entitled "A Plat of 2.44 Acres, A Section of Lighthouse Beach Co., Harbour Town Tract, Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, S. C. RLS #4175, dated May 15, 1973, latest revision dated November 12, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 21 at Page 168 on the 3rd day of December, 1973.

(g) All those certain pieces, parcels and tracts of land shown as parcels 3, 4 and 5 and containing .069, 0.0937 and 0.60 acres respectively, as shown on a plat entitled "A Plat of 2.44 Acres, a Section of Lighthouse Beach Co. Harbour Town Tract," dated May 15, 1973; final revision dated November 12, 1973, prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, SC RLS #4175, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 168 on December 3, 1973.

(h) All that certain piece, parcel or tract of land shown and described as HARBOUR HOUSE B1, HARBOUR HOUSE B2, containing 0.36 acres, as shown on a plat entitled "Plat of Harbour House in Harbour Town Exhibit A, a Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, last revision dated January 27, 1976 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 105.

(i) All that certain piece, parcel or tract of land shown as Parcel C on a plat entitled "Plat of 136.56 Acres of Sea Pines Plantation, known as Harbour Town Golf Course, located on Hilton Head Island, Beaufort County, South Carolina, prepared by Thomas & Hutton Engineering Co., Savannah, Georgia and certified to by Joseph J. Hutton, S. C. RLS #1650, dated the 11th day of March, 1969, final revision dated January 26, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 20 at Page 157 on the 31st day of January, 1973, said Parcel C containing 14.53187 Acres; and

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(j) All that certain piece, parcel or tract of land shown as 0.98 Acres on a plat entitled "A Plat of 13.94 Acres, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Thomas & Hutton Engineering Co., Savannah, Georgia and certified to by J. J. Huttou, S. C. RLS #1650, dated February 24, 1971, Final Revision having been prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, dated November 14, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 34 on 11-17-75.

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EXHIBIT C

Sea Pines Inn Site

All those certain pieces, parcels or tracts of land, with all improvements thereon, situate, lying and being in Sea Pines Plantation, on Hilton Head Island, Beaufort County, South Carolina, and being now commonly known as the Sea Pines Inn and Conference Center including all parking areas, building sites, recreational areas, landscaped areas, practice ranges, golf courses and open space areas, easements, rights-of-way, roadways, walkways and bicycle paths included therein or used in connection therewith, said parcels being more particularly described as follows:

(a) All that certain piece, parcel or tract of land shown as 8.177 Acres on a plat entitled "A Plat of Asbuilt Plantation Club additions and improvements, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, certified to by Richard L. Stroman, S. C. RLS #5496, dated the 12th day of February, 1975, having been revised March 21, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 23 at Page 94 on the 26th day of February, 1975.

(b) All that certain piece, parcel or tract of land shown as 1.238 Acres on a plat entitled "A Plat of 5.093 Acres, Sea Pines Plantation, Plantation Clubhouse Tract, Hilton Head Island, Beaufort County, South Carolina, prepared by Richardson & Associates, Inc., Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, S. C. RLS #4784, dated the 20th day of February, 1974, latest revision dated March 20, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 22 at Page 80 on the 2nd day of May, 1974.

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(c) All that certain piece, parcel or tract of unplatted land lying and being between all those certain pieces, parcels or tracts of land shown as Plantation Club and Fairway #9 of the Ocean Course as shown on a plat entitled "A Plat of Ocean Golf Course, A Section of Sea Pines Plantation," said Parcel containing 2 Acres, more or less, said plat being dated February 15, 1974; final revision dated February 27, 1974, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at Page 82 on May 6, 1974.

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EXHIBIT D

All that certain piece, parcel or tract of land shown and described as HARBOUR HOUSE A, containing a total of 1.01 Acres, and all walkways, passageways, parking areas and easements, if any, shown thereon and owned by Sea Pines Plantation Company, on a plat entitled "A Plat of Harbour House In Harbour Town Exhibit A, a Section of Sea Pines Plantation Co., Hilton Head Island, Beaufort County, S. C.," prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, last revision dated January 27, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 105.

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BOOK NUMBER 390 PAGES 179- 201
FILING FEE 24.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 24.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

403/1112

403/1112

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

First Amendment to Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc. Which Constitute Covenants Running With Certain Lands of the Sea Pines Land Company, Inc.

This First Amendment made this 14 day of September 1984, by Sea Pines Land Company, Inc. and Sea Pines Plantation Company.

WHEREAS, Sea Pines Land Company, Inc., Sea Pines Plantation Company and the Lighthouse Beach Company made that certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc. which Constitute Covenants Running with Certain Lands of the Sea Pines Land Company, Inc. (the "Declaration") dated August 20, 1967 and recorded in the Office of the Clerk for Beaufort County in Deed Book 150 at Page 41; and

WHEREAS, Lighthouse Beach Company was subsequently dissolved with Sea Pines Plantation Company being its successor in interest; and

WHEREAS, the property made subject to the Declaration is located in Sea Pines Plantation, Hilton Head Island, South Carolina and more particularly described in the Declaration as the South Beach Tract, the Harbour Town Tract, and the Harbour Town Golf Course Tract; and

WHEREAS, Part III of the Declaration contains special restrictions pertaining to the South Beach Tract, including a provision that the total number of residential units, including detached single-family homes, multiple-unit villas, townhouses, apartments, etc. together with transient accommodation units other than student accommodations shall not exceed 410, unless there shall be recorded an amendment to the Declaration modifying the limitation to increase the number permitted above 440 total units; and

WHEREAS, in accordance with the Declaration, said amendment may be adopted by Sea Pines Land Company, Inc., Sea Pines Plantation Company, their successors and assigns and any person or corporation owning 25 acres or more of land lying within the boundaries of the 144 acres shown on The South Beach Plat dated September 21, 1967 and prepared by Thomas & Hutton Engineering Company said plat being referred to in the Declaration; and

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WHEREAS, Sea Pines Land Company, Inc., Sea Pines Plantation Company and Lighthouse Beach Company in accordance with said amendatory authority and standard architectural review procedures authorized the construction of existing residential units in excess of the aforesaid limitation; and

WHEREAS, after consultation with and concurrence by the Association of Sea Pines Plantation Property Owners ("ASPPPO"), Sea Pines Plantation Company submitted to the Town of Hilton Head, a Preliminary Master Plan of February 22, 1984 (the "Preliminary Master Plan") which contemplates the construction of additional residential units by Sea Pines Plantation Company or its designees on the South Beach Tract, which Preliminary Master Plan has been approved by the Town of Hilton Head; and

WHEREAS, there are no persons, corporations or other entities owning 25 acres or more of land lying within the aforesaid boundaries as of the date of this Amendment; and

WHEREAS, Sea Pines Land Company, Inc. and Sea Pines Plantation Company now desire to amend formally the Declaration to preclude any title or legal problems for owners of the existing residential units on the South Beach Tract, and to ratify the increase in the number of permitted residential units as contemplated by the Preliminary Master Plan.

NOW, THEREFORE, the Sea Pines Land Company, Inc. as co-declarant and the Sea Pines Plantation Company, as co-declarant and title holder of certain properties lying within the South Beach Tract, and as parties in interest in the application of restrictions and covenants to the property described in the Declaration, do hereby adopt, affirm and ratify the within Amendment to the Declaration:

1) Paragraph 14 of Part III of the Declaration is amended to increase the maximum number of residential units, including detached single-family homes, multiple-unit villas, townhouses, apartments, etc., together with transient accommodation units other than student accommodations permitted on the South Beach Tract to a total of five hundred (500) of said units, provided that, unless otherwise expressly authorized by Sea Pines Plantation Company in writing, any residential units in addition to those existing at the time of recordation of this Amendment shall be located solely on those portions of the South Beach Tract which are owned at the time of recordation of this Amendment by Sea Pines Plantation Company affiliates, and which tracts are more specifically identified in Exhibit A attached hereto and incorporated herein by reference.

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2) The within Amendment shall not permit Sea Pines Land Company, Inc. and/or Sea Pines Plantation Company and/or any other party to violate any other applicable recorded land use covenants or restrictions limiting density in Sea Pines Plantation, including but not limited to, those Covenants commonly known as the Sea Pines Property Owner Covenants of 1974 recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036, nor to exceed the maximum number of 5,890 family dwelling units, excluding hotel bedrooms, established by said Covenants.

3) All other provisions of the aforesaid Declaration except as otherwise modified and restated herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Sea Pines Land Company, Inc. and Sea Pines Plantation Company have caused this instrument to be executed as of the day and year first above written by their duly authorized officers.

SEA PINES LAND COMPANY, INC.

Witnesses:

Kathy Wellmeier

Terry L. Wynn

By: [signature] VP

Attest: Charles Bland
Secretary

SEA PINES PLANTATION COMPANY

Witnesses:

Kathy Wellmeier

Terry L. Wynn

By: [signature]
Donald A. Furtado,
Executive Vice President

Attest: Mary Lou Corbett Dixon
Assistant Secretary

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WHEREAS, the within Covenants were recorded without the Book and Page Number of the Plat referred to in Article VII; and

WHEREAS, said Declaration is now being rerecorded to reflect the correct Book and Page Number of the Plat described in the said Article VII.

1982 DECLARATION OF COVENANTS ADDING ADDITIONAL RESTRICTIONS ON LAND USES WITHIN THE 605.78 ACRES OF THE SEA PINES FOREST PRESERVE AND TO THE HERITAGE FARM

This Declaration, made the 15th day of September 1982 by Sea Pines Plantation Company, a South Carolina corporation, hereinafter called "Company". 1032

W I T N E S S E T H:

WHEREAS, Company is the owner of substantial real property on Hilton Head Island, South Carolina, and has created a planned resort community known as Sea Pines Plantation with certain facilities, amenities and services for the use and benefit of property owners within such community and for the use and benefit of the Company, its resort guests, invitees, licensees, successors, and assigns; and

WHEREAS, the Company has provided for the preservation of the community quality of Sea Pines Plantation by subjecting various parcels of the real property of Sea Pines Plantation to covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges and liens for the benefit of said property, for the benefit of owners of homes, villas, and homesites within Sea Pines Plantation, their guests and tenants, and for the benefit of the Company, its guests, invitees, licensees, successors, and assigns; and

WHEREAS, by plat recorded in Book 18 at page 120 and declarations of covenants recorded in Deed Book 175 at page 113, dated June 29, 1970, the Company did establish certain land use restrictions, covenants, and affirmative obligations affecting a 572.649 acre parcel designated as the Sea Pines Forest Preserve, which Sea Pines Forest Preserve was designed to be divided into Outdoor Recreation Zones; Wildlife Habitat Zones; and Environmental Protection and Sanitation Zones; and

WHEREAS, the Company did by Declaration made the 7th day of September, 1974, establish additional covenants recorded in Deed Book 224 at Page 1036, affecting various parks and trust areas, and

WHEREAS, the land use restrictions, covenants, and affirmative obligations affecting the Sea Pines Forest Preserve recorded in Deed Book 175 at page 113 provided that the 572.649 acres had been set aside and designated the Sea Pines Forest Preserve by the owner of such lands, Sea Pines Plantation Company, and provided that the Sea Pines Forest Preserve would be divided into three zones, as above described, to include a Wildlife Habitat Zone, an Outdoor Recreation Zone, and an Environmental Protection and Sanitation Zone, with the Wildlife Habitat Zone to include not less than 65% of the total acreage of the Sea Pines

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Forest Preserve, and did establish certain permitted uses for each of such three land use classifications within such 572.649 acres; and

WHEREAS, the Sea Pines Forest Preserve covenants of June 29, 1970 did not grant to the public or to the owners of any surrounding or adjacent land the right to enter such Sea Pines Forest Preserve without the express permission of the Company, and provided that the right of the Company, its successors and assigns, to charge fees for such entry to aid in the annual maintenance costs of the Sea Pines Forest Preserve were expressly preserved; and

WHEREAS, pursuant to the Company's continuing legal research on the law of real covenants, the Company believes that the September 7, 1974 Declaration of Covenants above recited in its Article 2(B)5 should be interpreted as to the referenced "minor changes in the boundaries of various categories of designated park areas" as applying only to park areas and Open Space areas established by plats and covenants filed in the public records after September 7, 1974 and the boundary line modification authority of the 1974 covenants should not be interpreted as applying to the Sea Pines Forest Preserve Plat previously filed in 1970 in Plat Book 18 at page 120, such plat showing the exact metes and bounds of the Sea Pines Forest Preserve's 572.649 acres or to any other Open Space plat filed for public record prior to September 7, 1974.

WHEREAS, the Company considers that certain references to possible future modifications to the boundary space of the 572.649 acre Sea Pines Forest Preserve as contained in Article VI, "MODIFICATIONS TO BOUNDARIES" of the Declaration of Covenant dated September 8, 1976 and recorded with the Clerk of Court of Beaufort County on February 2, 1977 which stated that modifications could be made "so long as the size of the Sea Pines Forest Preserve is not reduced below 572.649 acres originally established in cumulative total of all boundary changes" can be interpreted in a fashion inconsistent with its conclusion of law stated in the preceeding paragraph (that no modifications other than additions) can be made to the 1970 Sea Pines Forest Preserve Plat) and the Company seeks by this Declaration to remove any ambiguity suggestive of the existence of rights to make changes in the 1970 plat pursuant to the 1974 and 1977 COVENANT DECLARATIONS, no such changes having in fact been made since 1970 and the date of this Covenant other than the additions of October 29, 1979 bringing the total size of the Sea Pines Forest Preserve to 605.78 acres.

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the 1982 Covenants contained herein shall be covenants running with the land and shall apply to the original Sea Pines Forest Preserve area described in the plat recorded in Plat Book 18 at page 120 in the Office of the Clerk of Court, Beaufort County, containing 572.649 acres, (prior to its enlarge-

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ment to 605.78 acres by a recorded Declaration of the 29th day of October, 1979) together with such additional acreage which by Declaration were designated on the 29th day of October 1979 as additional parts of the Sea Pines Forest Preserve, bringing its size to 605.78 acres and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, conditions, assessments, affirmative obligations, charges, and liens (hereinafter sometimes referred to as "the 1982 covenants") hereinafter set forth.

ARTICLE I
CONTROLLING EFFECT OF JUNE 29, 1970 COVENANTS

The covenants dated June 29, 1970 originally establishing the Sea Pines Forest Preserve recorded in Deed Book 175 at page 113 and the plat of 572.649 acres recorded in Deed Book 18 at page 120 shall control and govern the use of the present 605.78 acre Sea Pines Forest Preserve, and the Covenants dated September 7, 1974; the Covenants dated September 8, 1976 and recorded with the Clerk of Court for Beaufort County, South Carolina on February 2, 1977; the Covenants dated October 29, 1979; and these Covenants shall all be interpreted so as to be consistent with the original Covenants of June 29, 1970 and shall be interpreted so as to not result in any interpretation that would authorize any act or land use prohibited under the June 29, 1970 covenants, provided further that these Covenants are not intended to have any effect on the Covenants of September 7, 1974 and shall be interpreted in all particulars in a manner consistent with the language of such September 7, 1974 Covenants and to be consistent with the June 29, 1970 Covenants.

ARTICLE II FILED IN DEED - C BOOK 420 PAGE 1827
WILDLIFE HABITAT ZONES FILED AS 093400 ON 05/29/85

Subject to the provisions of Article I above, the Wildlife Habitat Zones which shall be not less than 65% of the minimum acreage of 605.78 acres, may be used only for activities such as wildlife population management; nature and wildlife studies, photography; development and maintenance of passageways, lakes, fields, trails, and observation stations; for fishing, canoeing, jogging, hiking, horseback riding; for scientific purposes, which do not harm the objective of preservation and protection of maximum diversity and numbers of wildlife and the protection of natural habitat as the primary objective of such 65% of the 605.78 acre Sea Pines Forest Preserve area.

The Company by this Declaration gives a public notice that its wildlife management consultants have advised the Company that proper wildlife habitat management practices (to achieve the foregoing goals) make advisable the creation of additional water areas within the Wildlife Habitat Zone, together with creation of or reestablishment of additinnal "edge" conditions, such "edges" to include meadows adjoining forests; lakes adjoining forests;

wide trails; etc. The Company will seek the funding from all appropriate sources to effectuate these natural habitat management recommendations including increased Trust Fund allocations under the September 7, 1974 Covenants.

ARTICLE III
USE OF THE OUTDOOR RECREATION ZONE AND GENERAL DEFINITIONS

Subject to the provisions of Article I above, the following terms as used in the Sea Pines Forest Preserve covenants dated September 22, 1970, and used herein as permitted uses of the Outdoor Recreation Zone, are defined as set forth below, such definitions being considered neither a broadening nor a contraction of the scope of the uses permitted in the Outdoor Recreation Zone under the said Covenants of June 29, 1970.

a. "Multiple Outdoor Recreation" shall include gardening for vegetables and flowers, horseback riding, polo, jumping, and other equestrian activities, swimming, bike-riding, outdoor games and sports, nature study, photography, painting, picnics, jogging, sugar cane grinding, and other similar activities, including future newly popular forms of outdoor recreation as approved either by the Board of Directors of the Association of Sea Pines Property Owners or a referendum approved by a majority of property owners who elect to vote therein.

b. "Outdoor lake recreation activities" shall include swimming, canoeing, fishing, paddle boating, small boat sailing, etc.

c. "Outdoor woodland and meadow recreation activities" shall include hiking, jogging, bike riding, picnicking, horseback riding, etc.

d. "Structures necessary or appropriate for aid in implementing the stated objectives" shall include barns, stables, ecology interpretive centers, picnic areas, comfort stations, recreational equipment storage buildings, first aid stations, supporting utilities, parking and access roads and other structures reasonably necessary to facilitate the use of Outdoor Recreation Zone for multiple outdoor recreation, outdoor lake recreation activities, outdoor woodland and meadow recreation activities excluding, however, both commercial buildings and residential dwellings from the uses permitted anywhere in the Sea Pines Forest Preserve.

e. The following activities, even though they would reasonably be considered "Multiple Outdoor Recreation" (as such term was commonly used in 1970 and thus permitted in 35% of the Sea Pines Forest Preserve) designated for such purposes are specifically prohibited by these 1982 Covenants:

waterskiing

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(ii) boating with gasoline or alcohol powered internal combustion engines; provided, however, that electric motors for fishing boats are specifically not prohibited by this article.

f. The following activities, even though they would reasonably be considered "Outdoor lake recreation activities" (as such terms was commonly used in 1970 and thus permitted in 35% of the Sea Pines Forest Preserve) are specifically prohibited by these 1982 Covenants:

(i) boating with gasoline or alcohol powered internal combustion engines; provided however, that electric motors for fishing boats are specifically not prohibited by this Article.

(ii) water-based entertainment events.

g. "Musical festival activities", are permitted only on those occasions when approved by the Board of Directors of the Association of Sea Pines Property Owners (ASPPO).

ARTICLE IV
SPECIAL LIMITATION ON GOLF COURSE CONSTRUCTION

No golf course may be constructed within the Sea Pines Forest Preserve's Outdoor Recreation Zone unless a wildlife habitat evaluation has been made of the total preserve by experienced wildlife biologists or experienced wildlife ecologists selected with the approval of a majority of the Directors of the Association of Sea Pines Property Owners (ASPPO). After receipt of such evaluation, including a study of the wildlife management impact of the proposed golf course layout in the Outdoor Recreation Zone prepared by such consultants filed as a formal report to the Directors of the ASPPO Board, if the Board shall determine by a majority vote that the construction of such a golf course, in contrast to alternate recreation uses or the continuation of the then existing conditions and prospective forest habitat evolution of the area of the planned golf course, would contribute to, rather than detract from, the implementation of the goals and objectives stated in the June 29, 1970 Sea Pines Forest Preserve Covenants, then on such a finding the Board of Directors of ASPPO may call for a referendum, and no such golf course may be constructed unless approved by 75% of the votes of participating property owners actually returned in a referendum conducted in accordance with the provisions of Article I (J) of the Covenants of September 7, 1974. The Company shall be under no obligation, express or implied, to reserve acreage within the Outdoor Recreation Area for purposes of golf course use and construction.

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ARTICLE V
ENVIRONMENTAL PROTECTION AND SANITATION ZONES

Subject to the provisions of Article I above, in order to protect the saltwater estuaries and marshes surrounding Sea Pines Plantation and the marine life therein, and for other environmental purposes, the Environmental Protection and Sanitation Zones may be used for domestic waste treatment facilities, solid waste burial, water pumps and tanks, water and sewage pipes and lines, and all associated activities related to prevention of excessive discharges into the salt water of the area of pollutants, and for activities associated with the reduction of discharge into the ambient air of contaminants from burning of solid waste, by means of ground burial of such solid refuse in the area of the Sea Pines Forest Preserve designated for Environmental Protection and Sanitation, which areas will be either converted into lakes or restored as meadows or forests with a plant or a tree ground cover.

The excavation of earth for ponds and lakes shall be permitted in both the Outdoor Recreation Zones (to aid in multiple outdoor recreation) and in the Environmental Protection and Sanitation Zone. Excavation in the Wildlife Habitat Zone shall be limited to such excavation as is required for water holes and ponds for wildlife management purposes.

ARTICLE VI
MODIFICATIONS TO ENLARGE THE SEA PINES FOREST PRESERVE

Modification of the boundaries of the Sea Pines Forest Preserve may be made by the Company to increase the size of the Forest Preserve by additions added by Declaration of Covenants and a referenced plat showing the precise metes and bounds and exact acreage of each individual addition. Such enlargements of the boundaries may be effected by the filing of an appropriate plat or plats, along with a recorded Declaration providing for defined additional land units. Provided further, that no portion of the 55% of the original 572.649 acres of the Sea Pines Forest Preserve which may be designated on a plat filed for public record subsequent to this date showing a precisely surveyed area as forming a part of the Wildlife Habitat Zones of the Forest Preserve may be deleted from such Wildlife Habitat Zone and redesignated for Multiple Outdoor Recreation or Environmental Sanitation.

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FILED AT 093400 ON 05/28/85

ARTICLE VII
HERITAGE FARM

The 13.62 acre parcel of land shown and identified as the "Heritage Farm" on a plat dated October 29, 1979 recorded in Plat Book 28 at page 64 are subject to the restrictions on land uses entitled "Covenant and Restrictions Affecting Open Space Areas" recorded in Deed Book 135 at page 9 at the Office of the

Clerk of Court dated the 25th day of January 1966 and, by recorded Declaration of the 29th day of October 1979, were made subject to the 1970 Forest Preserve Covenants, and are also hereby made subject these Covenants, as a multiple Outdoor Recreation Area.

ARTICLE VIII
LEASES, LIENS, ETC.

Subject to the provisions of this 1982 Declaration above, Sea Pines Plantation Company reserves the right, fully and absolutely, to lease to responsible organizations, such as a golf club, swimming, tennis or jogging club portions of the Outdoor Recreation Zone and lease or sell portions of the Environmental Protection and Sanitation Zones, both zones in combination covering 35% of the Sea Pines Forest Preserve Leasees in such transactions may include the Sea Pines Public Service District and successors for sewage treatment and effluent disposal facilities.

No portion of the Wildlife Habitat Zone of the Sea Pines Forest Preserve shall be leased, sold, or donated by the Company other than to: (a) a-not-for-profit environmental conservation or wildlife protection organization; (b) to the Association of Sea Pines Property Owners, or, if no such organization is available, then, and then only, to the State of South Carolina, the Beaufort County Government, or a future municipality of Hilton Head Island.

Nothing contained herein shall be construed to prohibit the Company or any lessee of the Company from giving security mortgages for new and adequate consideration on lands of the Outdoor Recreation Zone for purposes of providing security for loans for investments in the design, construction, equipping, or maintenance of permitted improvements in the Outdoor Recreation Zones or the Environmental Protection and Sanitation Zone. The mortgagee or grantee of such liens and mortgages shall, however, acquire only such rights of use of such land as are provided in these Covenants as herein set forth, or as set forth in the Covenants dated June 29, 1970, and shall be subject to the Trust Fund payments as required under the 1974 Covenants, and the Covenants dated September 8, 1976 and recorded February 2, 1977.

ARTICLE IX
GENERAL PROVISIONS

Enforcement of the Covenants shall be by any proceeding at law and equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain the violation or to recover damages, and against the land, and failure by any participating property owner or the Company to enforce any covenant or restriction herein contained for any period shall in no event be deemed a waiver or

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estoppel of the right to enforce the same hereafter. 1039

ARTICLE X
SEA PINES FOREST PRESERVE MAINTENANCE

Under the "Questions and Answers" of the Sea Pines Plantation Company agreement of June 17, 1974, the Community Services responsibilities transferred from the Company to the Trust Fund under the September 7, 1974 Covenants included:

"FOREST PRESERVE

1. General Maintenance of the preserve as an ongoing program to include such activities as repair of wood walkways, removal of litter, etc.

2. Programs of fish feeding and maintenance of water levels.

"WOODLANDS

1. Expenditures of general maintenance type for recreational facilities such as the observation tower.

2. Signage of the preserve.

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"CONSERVATION AND WILDLIFE

1. Services designed to preserve the natural aspect of the community inside and outside the preserve.

2. Specialized Services such as provision of food and salt licks for deer, alligator removal and aid for injured animals."

The nine member Advisory Board elected pursuant to the Covenants of September 7, 1974 advises the Company with regard to priorities, of expenditure of trust funds managed pursuant to the 1974 Covenants including annual budget for the foregoing activities.

ARTICLE XI
DESIGNATION OF WILDLIFE HABITAT ZONE

Subject to availability of funds required to accomplish the following tasks received as donations from individuals, or wildlife organizations, or the Association of Sea Pines Property Owners or by allocations from the Trust Fund on the recommendation of the Advisory Board, the Company shall administer the following functions:

A. Engage competent wildlife biologists and wildlife management consultants to advise it as to areas

most appropriate for designation (including man-made lakes) as the 65% of the Sea Pines Forest Preserve to be set aside as the Wildlife Habitat Zone.

B. Engage competent surveyors to prepare plats for recording under its direction showing the metes and bounds of the 65% of the Sea Pines Forest Preserve (including any or all parts of man-made lakes) to be designated as the Wildlife Habitat Zone after giving thoughtful consideration to the report described in (A) above and thoughful consideration to the outdoor recreation and environmental sanitation needs projected for the Sea Pines Plantation Community, and to survey the boundaries established by the Company for the Outdoor Recreation Zone and the Environmental Sanitation Zone.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this instrument to be executed the day and year first above written pursuant to resolution duly and unanimously adopted by its Board of Directors.

SEA PINES PLANTATION COMPANY

Charles E. Fraser
Chairman of the Board

Charles A. Scarminach
Secretary

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SUPPORTING RESOLUTION

The Board of Directors of the Association of Sea Pines Property Owners has reviewed prior to adoption these Covenants of September 15, 1982, has offered counsel and advice to the Company on their contents, and does commend the Sea Pines Plantation Company for their adoption.

THE BOARD OF DIRECTORS
THE ASSOCIATION OF SEA PINES
PROPERTY OWNERS

by _____
PRESIDENT

James H. Simpson
SECRETARY

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Nancy H. Lowry, Dep.
CLERK OF COURT OF COMMON PLEAS

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BOOK NUMBER 420 PAGES 1825- 1834
FILING FEE 11.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 11.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

RESTRICIVE COVENANTS
FILED IN DEED - C BOOK 422 PAGE 845
FILED AT 102400 ON 06/14/85

WHEREAS, Sea Pines Plantation Company (the "Company") has agreed to convey to Charles E. Fraser, all that certain piece, parcel and tract of land shown and described as 4.451 Acres on a plat entitled, "A Plat of 4.451 Acres South Beach", dated March 16, 1985, prepared by Antoine Vinel, S.C. RLS #9064 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 33 at Page 17 (hereinafter referred to as "The Plat"); and

WHEREAS, the Company desires to place certain restrictions on said 4.451 Acres; and

WHEREAS, as part of the consideration for the sale of said 4.451 Acres with the restrictions thereon, the Company has agreed to place certain restrictions on lands adjoining said 4.451 Acres;

NOW, THEREFORE, in consideration of the mutual covenants and conditions by and between the parties, the receipt and adequacy of which is hereby acknowledged, Sea Pines Plantation Company does hereby condition, restrict, encumber and subject all of that certain piece, parcel and tract of land adjoining the 4.451 acres and consisting of 2.599 acres, more or less, all as shown and more particularly described on The Plat with the following covenants, conditions and restrictions which covenants, conditions and restrictions shall touch and concern and run with the land and shall inure to the benefit of all

parties holding any title or interest therein and their heirs, successors and assigns:

The said parcel consisting of 2.599 acres as shown on the Plat, shall be used exclusively for the South Beach Tennis facilities and for the parking facilities and access area for the Substitute Resort Guest Beach as set forth and contemplated in those certain covenants, conditions and restrictions dated February 16, 1983 and recorded in Deed Book 365 at Page 772 in the Office of the Clerk of Court for Beaufort County, South Carolina.

WITNESS the hands and seals of the duly authorized officers of the Sea Pines Plantation Company, this 17th day of May, 1985.

WITNESSES:

SEA PINES PLANTATION COMPANY, a South Carolina Corporation

By: _____
Vice President

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me [redacted], and made oath that (s)he saw the within named SEA PINES PLANTATION COMPANY, by Dennis R. Gerwing, its Vice-President and by Charles A. Scarminach, its Secretary, sign, seal and deliver the within written instrument and that (s)he with [redacted] witnessed the execution thereof.

SWORN to before me this 17th day of May, 1985.

_____
Notary Public for South Carolina
My Commission Expires: 9/11/94

_____
(witness)

BNSS

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FILED AT 102400 ON 06/14/85 73931
BOOK NUMBER 422 PAGES 845- 846
FILING FEE 4.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 4.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANTS
AND
VIEW EASEMENT

This declaration made this 11 day of June, 1985, by Sea Pines Plantation Company, a South Carolina corporation.

W I T N E S S E T H:

WHEREAS, Sea Pines Plantation Company (hereinafter "Declarant") is the owner of certain property shown as "View Easement" on that certain plat referred to at Exhibit "A" hereto; and

WHEREAS, Declarant is the owner of that certain 3.691 acre tract of land more and particularly described at Exhibit B hereto (hereinafter referred to as the "Property"); and

WHEREAS, Declarant, in accordance with the terms of the Sales Contract of August 18, 1983, between Declarant and Ned E. Gilleland, has agreed to restrict development and use of the View Easement and the Property as provided in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property and the View Easement are and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and used subject to this Declaration of Covenant and View Easement.

1. The above Whereas clauses are hereby incorporated herein by this reference thereto as if restated and shall be an integral part hereof.

2. No vertical structures of any kind whatsoever shall be constructed or placed within the View Easement which shall have the effect of significantly impeding the view across and over said View Easement from the adjacent South Beach Marina Village Parcel.

3. The use of the Property shall be limited to the construction of not more than six (6) Family Dwelling Units and/or any other commercial usage of Business Land, as those terms are defined in the Sea Pines Plantation Property Owners Covenants recorded in Deed Book 224 at Page 1036 in the Office of the Clerk of Court for Beaufort County, South Carolina, not expressly prohibited by existing covenants of record including, but not limited to, an executive conference center, training and educational facilities, retail shops, offices, restaurants, recreational and other facilities.

NOVIT & SCARMENACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

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FILED AT 10:24:00 ON 06/14/85

IN WITNESS WHEREOF, the within Declarant has executed this Declaration of Covenants and View Easement by its authorized officers the day and year first above written.

WITNESSES:

SEA PINES PLANTATION COMPANY

BY: ~~John P. Young~~

ATTEST: ~~N/A~~

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Samuel J. Morris, III, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R. Gerwing, its Vice-President, sign the within document, and ~~N/A~~, ~~its N/A, attest the same~~, and that (s)he with Henry L. Moise witnessed the execution thereof.

(witness)

SWORN to before me this 11 day of June, 1985.

Sara A. Parker
Notary Public for South Carolina
My Commission expires: 9/11/94

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FILED AT 10:24:00 ON 06/14/85

NOVIT & SCARMINACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

EXHIBIT "A"

VIEW EASEMENT

All that certain, piece, parcel and tract of land situate on Hilton Head Island, Beaufort County, South Carolina and more particularly shown and described as View Easement on that certain plat of survey entitled "4.624 Acres South Beach Area, A Section of Sea Pines Plantation" dated October 4, 1984, last revised May 1, 1985, by Surveying Consultants of Hilton Head Island, Inc., certified to by Antoine Vinel S.C. RLS #9064 and recorded in Plat Book 33 at Page 13 in the Office of the Clerk of Court for Beaufort County, South Carolina.

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FILED AT 10:24:00 ON 06/14/85

NOVIT & BCAKMINACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

EXHIBIT "B"

4.691 Acres

All that certain piece, parcel and tract of land consisting of 4.611 acres, more or less, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina and being shown and more particularly described as 4.691 acres on that certain Plat of Survey entitled "A Composite of South Beach" by Coastal Surveying Company, Inc., Jerry L. Richardson, S. C. RLS #4784 and by Calvert Surveying Co., Inc., Forrest G. Calvert S.C. RLS #4175, dated July 2, 1973, last revised February 24, 1978 and recorded August 25, 1978, in Plat Book 27 at Page 29 in the Office of the Clerk of Court for Beaufort County, South Carolina.

N&S

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FILED AT 10:24:00 ON 06/14/85 73932
BOOK NUMBER 422 PAGES 847- 850
FILING FEE 5.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 5.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

NOVIT & SCARMINACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANTS

THIS declaration made this 19th day of September, 1985, by Charles E. Fraser (hereinafter "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 4.451 acre parcel of property more fully and particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as Property "A"); and

WHEREAS, Declarant is the owner of that certain 3.000 acre tract of land more and particularly described as Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as Property "B"); and

WHEREAS, the Sea Pines Plantation Company (the "Company") conveyed said properties to Charles E. Fraser by Deed dated April 30, 1985, and recorded with the Clerk of Court for Beaufort County, South Carolina, in Deed Book 422 at Page 851 on June 14, 1985; and

WHEREAS, the Association of Sea Pines Plantation Property Owner's, Inc. (the "Association") and the Declarant and the Association recognize and have the common objective of preserving

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FILED AT 114900 ON 09/26/85

the values of Sea Pines Plantation and protecting the covenanted and other interests of owners of real property within Sea Pines Plantation, the boundaries of which are set forth and described in Exhibit "A" to the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated September 7, 1974 which by reference thereto is specifically made a part hereof; and

WHEREAS, the Declarant wishes to restrict development and use of Property "A" and Property "B" as provided in this Declaration:

NOW, THEREFORE, Declarant does hereby condition, restrict, encumber and subject all of those certain pieces, parcels and tracts of land described herein as Property "A" and Property "B" with the following covenants, conditions and restrictions, which covenants, conditions and restrictions shall touch and concern and run with the land and shall be binding upon all parties holding any title or interest therein and their heirs, successors and assigns, as their interests may appear, and he hereby declares that said properties shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to said covenants, conditions and restrictions:

1. The above Whereas clauses are hereby incorporated herein by reference thereto as if restated and shall be an integral part hereof.

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2. The six (6) tennis courts presently located on Property "A," which exist for the profit of the Sea Pines Plantation Company and for the benefit and use of Sea Pines Plantation Participating Property Owners and their guests, shall not be displaced, removed, or reduced in number until such time as the plat for the new location for any tennis courts to be relocated has been duly indexed and recorded with the Clerk of Court for Beaufort County, South Carolina; and, should the Sea Pines Plantation Company fail within a reasonable period of time to construct substitute tennis courts for those removed, Declarant shall undertake such construction and be responsible for obtaining reimbursement from the Sea Pines Plantation Company.

3. The fourteen (14) parking spaces presently located on Property "A," which exist principally for the benefit of resort rental guests of Sea Pines Plantation property owners as one means of beach parking and access to the beach shall be replaced in the South Beach area at a site owned either by the Declarant or the Sea Pines Plantation Company before construction begins on the Water Tower Beach Club, and, if the Sea Pines Plantation Company fails to do so, Declarant shall be responsible for securing payment of the expense of, removing, relocating and reconstructing any and all parking spaces affected, up to and including fourteen (14) in number.

4. Neither Declarant nor his successors, heirs or assigns, shall build, plat and/or cause to be planned and approved any residential lot or family dwelling unit which shall cause total

count of family dwelling units to exceed five hundred (500) on the 144.563 acres of land known as the "South Beach Tract" and shown on a plat dated September 29, 1967, prepared by Thomas & Hutton Engineering Company, which unit count is hereby acknowledged for the purposes hereof to total 492 family dwelling units, including all units which Declarant has presently built, platted and/or caused to be planned or approved.

5. Declarant states that any subsequent deed, or other legal instrument, by which Declarant divests himself of either the fee simple title to, or his possessory interest in Property "A" or Property "B" shall be made expressly subject to the terms, conditions, restrictions and objectives of this Declaration of Covenants.

6. These covenants and restrictions shall run with and bind the land and shall inure to the benefit of Participating Property Owners within Sea Pines Plantation for a period of twenty (20) years from the date of the recording hereof. Upon the expiration of said twenty (20) year period or any renewal thereof, these covenants and restrictions shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited; provided, however, these covenants and restrictions shall be terminated upon the expiration of the initial term or any renewal term by the recordation in the Office of the Clerk of Court for Beaufort County, South Carolina during the last year of

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such term of an instrument expressly terminating the within restrictions, covenants, and conditions executed by the Association and the Declarant or the owners of the underlying fee interest in the subject properties.

7. Enforcement of the covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land; and failure by the Declarant or any Sea Pines Plantation property owner to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

IN WITNESS WHEREOF, the within Declarant has executed this Declaration of Covenants on the day and year first written above.

WITNESSES:

CHARLES E. FRASER

FILED IN DEED - C BOOK 430 PAGE 1538
FILED AT 114900 ON 09/26/85

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF BEAUFORT)

PERSONALLY appeared before me Jackie Blackburn and made oath that s/he saw the within named CHARLES E. FRASER sign, seal, and as his act and deed, deliver the within written Declaration of Covenants; and that s/he with John Apostle witnessed the execution thereof.

Jackie Blackburn

SWORN to before me this 19 day of September 1985.

Sara A Parker (L.S.)
My Commission Expires: 9/11/94

FILED IN DEED - C BOOK 430 PAGE 1539
FILED AT 114900 ON 09/26/85

PROPERTY "A"

ALL that certain piece, parcel and tract of land consisting of three (3.0) acres, more or less, and shown as 3.000 acres on that plat entitled "An As Built Tree and Topographic Survey of 4.624 Acres South Beach Area, A Section of Sea Pines Plantation prepared by Surveying Consultants of Hilton Head Island, Inc., Antoine Vinel South Carolina Registered Land Surveyor No. 9064, dated October 4, 1984, last revised May 1, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 33 at Page 13,

FILED IN DEED - C BOOK 430 PAGE 1540
FILED AT 114900 ON 09/26/85

Exhibit "A"

PROPERTY "B"

ALL that certain piece, parcel or tract of land shown and described as 4.451 acres, on a plat entitled "A Plat of 4.451 Acres South Beach" dated March 16, 1985, prepared by Antoine Vinel, South Carolina Registered Land Surveyor No. 9064, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 33 at Page 17.

Douglas
macNeille
Darling

FILED IN DEED - C BOOK 430 PAGE 1541
FILED AT 114900 ON 09/26/85 84270
BOOK NUMBER 430 PAGES 1534- 1541
FILING FEE 8.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 8.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

Exhibit "B"

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANTS
COUNTY OF BEAUFORT)

THIS declaration made this 19th day of September, 1985, by Charles E. Fraser (hereinafter "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 3.255 acre, more or less, parcel of property more fully and particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to the "Property"); and

WHEREAS, the Sea Pines Plantation Company (the "Company") conveyed said Property to Charles E. Fraser by Deed dated April 30, 1985, and recorded with the Clerk of Court for Beaufort County, South Carolina, in Deed Book 422 at Page 851 on June 14, 1985; and

WHEREAS, Declarant and the Association of Sea Pines Plantation Property Owner's, Inc. (the "Association") have the common objective of preserving the values of Sea Pines Plantation and protecting the covenanted and other interests of owners of real property within Sea Pines Plantation, the boundaries of which are set forth and described in Exhibit "A" to the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc, dated September 7, 1974 which by reference thereto is specifically made a part hereof; and

FILED IN DEED - C BOOK 430 PAGE 1542
FILED AT 114900 ON 09/26/85

WHEREAS, the Declarant wishes to place additional covenants, conditions and restrictions on the Exhibit "A" property, which covenants, conditions and restrictions shall touch and concern and run with the land and shall inure to the benefit of parties holding any title or interest therein and their heirs, successors and assigns, as their interests may appear, and he hereby declares that said properties shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to said covenants, conditions and restrictions:

1. The above Whereas clauses are hereby incorporated herein by reference thereto as if restated and shall be an integral part hereof.

2. The certain piece, parcel or tract of land, which was conveyed to Declarant as a portion of the Property, and is described as being located and existing between the southern boundary of the 3.255 acre parcel as shown on the aforesaid Plat of Record and the mean high water mark of the Atlantic Ocean, shall be designated as Restricted Private Open Space as recreation areas by the Declarant, his successors and assigns for the use and benefit of members of the Beach Club as well as Participating Property Owners under the September 7, 1974 Covenants, having property interests within Sea Pines Plantation. Such Restricted Private Open Space area shall remain free of homes and buildings and restricted to shade structures, walkways, and beachside recreation uses.

FILED IN DEED - C BOOK 430 PAGE 1543
FILED AT 114900 ON 09/26/85

3. The certain piece, parcel or tract of land, described and defined as Restricted Private Open Space area in Paragraph 2 hereinabove, shall not be considered, included or counted as a part or portion of the 3.255 acre parcel as shown on the aforementioned Plat of Record, for purposes of determining the 30 percent maximum portion of the site which may be used for "constructed improvements" as defined in Article II (a)(iii) of the Covenants and restrictions dated the 16th day of February 1983 by the Sea Pines Plantation Company, a South Carolina corporation.

4. Declarant states that any subsequent deed, or other legal instrument, by which Declarant divests himself of either the fee simple title to, or his possessory interest in the Property shall be made expressly subject to the terms, conditions, restrictions and objectives of this Declaration of Covenants.

5. These covenants and restrictions shall run with and bind the land and shall inure to the benefit of the owners of real property in Sea Pines Plantation, as their interests may from time to time appear, for a period of twenty (20) years from the date of the recording hereof. Upon the expiration of said twenty (20) year period or any renewal thereof, these covenants and restrictions shall be automatically renewed and extended for successive ten (10) year period. The number of ten (10) year renewal periods hereunder shall be unlimited; provided, however, these covenants and restrictions shall be terminated upon the

expiration of the initial term or any renewal term by the recordation in the Office of the Clerk of Court for Beaufort County, South Carolina during the last year of such term of an instrument expressly terminating the within restrictions, covenants, and conditions executed by the Association and the Declarant or the owners of the underlying fee interest in the subject properties.

6. Enforcement of the covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, to restrain violation and against the land; and failure by the Declarant, or any Sea Pines Plantation property owner to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

IN WITNESS WHEREOF, the within Declarant has executed this Declaration of Covenants on the day and year first written above.

WITNESSES

CHARLES E. FRASER

FILED IN DEED - C BOOK 430 PAGE 1545
FILED AT 114900 ON 09/26/85

STATE OF SOUTH CAROLINA)
) P R O B A T E
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Jackie Blackburn and made oath that s/he saw the within named CHARLES E. FRASER sign, seal, and as his act and deed, deliver the within written Declaration of Covenants; and that s/he with John Apostle witnessed the execution thereof.

Jackie Blackburn

SWORN to before me this 19
day of September 1985.

Sara A Parker (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9/11/94

FILED IN DEED - C BOOK 430 PAGE 1546
FILED AT 114900 ON 09/26/85

ALL that certain piece, parcel or tract of land shown and described as 3.255 acres, on a plat entitled "A Plat of 3.399 Acres South Beach Cabanas," prepared by Forrest F. Baughman, South Carolina Registered Land Surveyor No. 4922, dated May 21, 1974, last revision dated January 12, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 45.

Douglas Marseille Dan. M.

FILED IN DEED - C BOOK 430 PAGE 1947
FILED AT 114900 ON 09/26/85 84273
BOOK NUMBER 430 PAGES 1542- 1547
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

Exhibit "A"

434/745

DEC. 8385

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANT

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

& SCARBOROUGH, P.A.
TORNEYS AT LAW
O DRAWER 14
ON HEAD ISLAND
TH CAROLINA

FILED IN DEED - C BOOK 434 PAGE 745
FILED AT 123400 ON 11/06/85

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

BY:

WITNESSES

SEA PINES PLANTATION COMPANY

BY:

ATTEST:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUTTLE witnessed the execution thereof.

(witness)

SWORN to before me this 5th day of November, 1985.

Notary Public for South Carolina
My Commission expires: 10-10-88

FILED IN DEED - C BOOK 434 PAGE 746
FILED AT 12340@ ON 11/06/85

...H, HAHNINACH, P.A.
...NEYS AT LAW
...O DRAWER 14
...ON HEAD ISLAND
...UTH CAROLINA
29936

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Theresa A Gould, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R Gerwing, its Senior Vice Pres, sign the within document, and Charles A. Scarminach, its Secretary Terry L Wynn, attest the same, and that (s)he with Terry L Wynn witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

Terry L Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - C BOOK 434 PAGE 747
FILED AT 123400 ON 11/06/85

& SCARMINACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being on Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as Lot 109 of LAWTON WOODS SUBDIVISION, as shown on a plat of a Section of Sea Pines Plantation designated Lawton Woods Subdivision, dated August 2, 1971, and prepared by Thomas & Hutton Engineering Company, Savannah, Georgia, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 20 at Page 193. For a more detailed description of the above referred to lot, reference may be had to the above referred to plat of record.

FILED IN DEED - C BOOK 434 PAGE 748
FILED AT 123400 ON 11/06/85

EXHIBIT "B"

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1980, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a Point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'05" west a distance of 209.39' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point, thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.89' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.88' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°09'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 23.30' to a point, thence north 44°09'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.28' to a point, thence north 45°32'00" east a distance of 22.26' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 150.00' to a point said point being the aforesaid Point of Beginning.

FILED IN DEED - C BOOK 434 PAGE 749
FILED AT 123400 ON 11/06/85

AND, also, a perpetual non-exclusive Easement for Parking, Ingress & Egress over the shaded area shown on the said Plat of Record subject to Grantee's obligation to contribute to the upkeep and maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement of Parking, Ingress and Egress for Grantor, its guests and invitees over existing parking areas, walkways, and driveways existing as of August 18, 1980, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive easement for access over those areas shown as "Acess Easement" and "Walkway Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and easement to use such restroom and washroom facilities now existing on the property adjacent to the South Beach General Store and the Land's End Building as shown on the aforesaid Plat of Record.

For a more detailed description as to metes, distances and bounds reference to the aforesaid Plat of Record may be had.

Barnes

FILED IN DEED - C BOOK 434 PAGE 750
FILED AT 123400 ON 11/06/85 89018
BOOK NUMBER 434 PAGES 745- 750
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

434 951

DEC. 8385

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANT
COUNTY OF BEAUFORT)

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

FILED IN DEED - C BOOK 434 PAGE 751
FILED AT 12:34:00 ON 11/06/85

...CARMINACH, P.A.
...RNEYS AT LAW
... DRAWER 14
...ON HEAD ISLAND
...TH CAROLINA
29938

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

Theresa A. Gould

BY: Hal E. Hilliard

WITNESSES

Theresa A. Gould

Terry L. Wynn

SEA PINES PLANTATION COMPANY

BY:

ATTEST:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUPPER witnessed the execution thereof.

Theresa A. Gould
(witness)

SWORN to before me this 5th day of November, 1985.

Notary Public for South Carolina
My Commission expires: 10-30-88

FILED IN DEED - C BOOK 434 PAGE 752
FILED AT 123400 ON 11/06/85

& H'AKAMNACH, P.A.
ATTORNEYS AT LAW
POST OFFICE DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A GOULD, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R. Ocrwing, its Senior Vice Pres., sign the within document, and Charles A. Scarminach, its Secretary, attest the same, and that (s)he with Terry L. Wynn witnessed the execution thereof.

Theresa A. Gould
(witness)

SWORN to before me this 5th day of November, 1985.

Terry L. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - C BOOK 434 PAGE 753
FILED AT 123400 ON 11/06/85

SCARMINACH, P.A.
ATTORNEYS AT LAW
POST OFFICE DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29928

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island in Beaufort County, South Carolina, shown and designated as Lot Number Eighteen (18) Otter Road Subdivision of Sea Pines Plantation.

Said property having dimensions, metes and bounds as shown on the plat thereof recorded in Plat Book 20, Page 74 in the Office of the Clerk of Court for Beaufort County, South Carolina, and is conveyed subject to all easements as shown thereon.

FILED IN DEED - C BOOK 434 PAGE 754
FILED AT 123400 ON 11/06/85

EXHIBIT "B"

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1980, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a Point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'05" west a distance of 209.39' to a point, thence north 31°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point, thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.89' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.88' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 23.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.29' to a point, thence north 45°32'00" east a distance of 22.36' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 156.00' to a point said point being the aforesaid Point of Beginning.

FILED IN DEED - C BOOK 434 PAGE 755
FILED AT 123400 ON 11/06/85

AND, also, a perpetual non-exclusive easement for Parking, Ingress & Egress over the shaded area shown on the said plat of record subject to Grantee's obligation to contribute to the upkeep and maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement of Parking, Ingress and Egress for Grantor, its guests and invitees over existing parking areas, walkways, and driveways existing as of August 18, 1980, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive easement for access over those areas shown as "Access Easement" and "Walkway Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and easement to use such restroom and washroom facilities now existing on the property adjacent to the South Beach General Store and the Land's End Building as shown on the aforesaid Plat of Record.

For a more detailed description as to metes, distances and bounds reference to the aforesaid Plat of Record may be had.

Bowes

FILED IN DEED - C BOOK 434 PAGE 756
FILED AT 123400 ON 11/06/85 89019
BOOK NUMBER 434 PAGES 751- 756
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

DEC. 8385

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANT

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

& SCARMINACH, P.A.
TORNEYS AT LAW
O. DRAWER 14
ON HEAD ISLAND
TH CAROLINA
29938

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block

FILED IN DEED - C BOOK 434 PAGE 757
FILED AT 123400 ON 11/06/85

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

Theresa A. Gould

BY: _____

WITNESSES

SEA PINES PLANTATION COMPANY

Theresa A. Gould

BY: _____
SR VP C F O

Terry L. Wayne

ATTEST _____
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUPPER witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

_____
Notary Public for South Carolina
My Commission expires: 10/30/88

FILED IN DEED - C BOOK 434 PAGE 758
FILED AT 123400 ON 11/06/85

...SCARMINACH, P.A.
...ORNEYS AT LAW
...O DRAWER 14
...ON HEAD ISLAND
...UTH CAROLINA
29938

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis K. Gerwing, its Senior Vice Pres., sign the within document, and Charles A. Scarminach, its Secretary, attest the same, and that (s)he with Terry L. Wynn witnessed the execution thereof.

Theresa A. Gould
(witness)

SWORN to before me this 5th day of November, 1985.

Terry L. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - C BOOK 434 PAGE 759
FILED AT 123400 ON 11/06/85

SCARMINACH, P.A.
ATTORNEYS AT LAW
POST OFFICE DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island in Beaufort County, South Carolina, shown and designated as Lot Number Twenty (20) Otter Road Subdivision of Sea Pines Plantation.

Said property having dimensions, metes and bounds as shown on the plat thereof recorded in Plat Book 20, Page 74 in the Office of the Clerk of Court for Beaufort County, South Carolina, and is conveyed subject to all easements as shown thereon.

FILED IN DEED - C BOOK 434 PAGE 760
FILED AT 123400 ON 11/06/85

EXHIBIT "B"

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a Point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'05" west a distance of 209.39' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point, thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.88' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 20.88' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 53.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.28' to a point, thence north 45°32'00" east a distance of 28.26' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 45°00'00" west a distance of 156.00' to a point said point being the aforesaid Point of Beginning.

FILED IN DEED - C BOOK 434 PAGE 761
FILED AT 123400 ON 11/06/85

AND, also, a perpetual non-exclusive easement for Parking, Ingress & Egress over the shaded area shown on the said Plat of Record subject to Grantee's obligation to contribute to the upkeep and maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement of Parking, Ingress and Egress for Grantor, its guests and invitees over existing parking areas, walkways, and driveways existing as of August 18, 1980, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive easement for access over those areas shown as "Access Easement" and "Walkway Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and easement to use such restroom and washroom facilities now existing on the property adjacent to the South Beach General Store and the Land's End Building as shown on the aforesaid Plat of Record.

For a more detailed description as to metes, distances and bounds reference to the aforesaid Plat of Record may be had.

Barnes

FILED IN DEED - C BOOK 434 PAGE 762
FILED AT 123400 ON 11/06/85 89020
BOOK NUMBER 434 PAGES 757- 762
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

434/76

DEC. 8385

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANT
COUNTY OF BEAUFORT)

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

FILED IN DEED - C BOOK 434 PAGE 763
FILED AT 12:35:00 ON 11/06/85

& SCARBOROUGH, P.A.
ORNEYS AT LAW
O DRAWER 14
ON HEAD ISLAND
OUTH CAROLINA
29938

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

Theresa A. Gould

BY: Ralph E. Tupper

WITNESSES

Theresa A. Gould

Jerry L. Wyse

SEA PINES PLANTATION COMPANY

BY: [signature]

ATTEST: [signature] Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUPPER witnessed the execution thereof.

Theresa A. Gould
(witness)

SWORN to before me this 5th day of November, 1985.

Notary Public for South Carolina
My Commission expires: 10-30-88

FILED IN DEED - C BOOK 434 PAGE 764
FILED AT 123500 ON 11/06/85

...SCHMINACH, P.A.
...NEYS AT LAW
... DRAWER 14
...N HEAD ISLAND
...TH CAROLINA
29928

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Theresa A. Gould, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R Gerwing, its Senior Vice Pres, sign the within document, and Charles A Scarminach, its Secretary, attest the same, and that (s)he with Terry T. Wynn witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

Terry T. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - C BOOK 434 PAGE 765
FILED AT 123500 ON 11/06/85

A. SCARMINACH, P.A.
ATTORNEYS AT LAW
POST OFFICE DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island in Beaufort County, South Carolina, shown and designated as Lot Number Eighty-five (85) Otter Road, Subdivision of Sea Pines Plantation. Said property having dimensions, metes and bounds as shown on the plat thereof recorded in Plat Book 20 at Page 74 in the Office of the Clerk of Court for Beaufort County, South Carolina and is conveyed subject to all easements as shown thereon;

FILED IN DEED - C BOOK 434 PAGE 766
FILED AT 123500 ON 11/06/85

EXHIBIT "B"

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1986, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a Point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'09" west a distance of 209.39' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point, thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.79' to a point, thence north 46°00'00" east a distance of 21.39' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.88' to a point, thence north 46°00'00" east a distance of 6.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 25.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.28' to a point, thence north 45°32'00" east a distance of 22.26' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 150.00' to a point said point being the aforesaid Point of Beginning.

FILED IN DEED - C BOOK 434 PAGE 767
FILED AT 123500 ON 11/06/85

AND, also, a perpetual non-exclusive Easement for Parking, Ingress & Egress over the shaded area shown on the said Plat of Record subject to Grantee's obligation to contribute to the upkeep and maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement of Parking, Ingress and Egress for Grantor, its guests and invitees over existing parking areas, walkways, and driveways existing as of August 18, 1980, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive Easement for access over those areas shown as "Access Easement" and "Walkway Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and easement to use such restroom and washroom facilities now existing on the property adjacent to the South Beach General Store and the Land's End Building as shown on the aforesaid Plat of Record.

For a more detailed description as to metes, distances and bounds reference to the aforesaid Plat of Record may be had.

Barnes

FILED IN DEED - C BOOK 434 PAGE 768
FILED AT 123500 ON 11/06/85 89021
BOOK NUMBER 434 PAGES 763- 768
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

434 | 769

DEC. 8385

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANT
COUNTY OF BEAUFORT)

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

FILED IN DEED - C BOOK 434 PAGE 769
FILED AT 123580 ON 11/26/85

K. H. ARMINACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

Theresa A. Gould

BY: Ralph E. Tupper

WITNESSES

Theresa A. Gould

Terry L. Wynn

SEA PINES PLANTATION COMPANY

BY: [illegible]
Executive

ATTEST: [illegible]
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUPPER witnessed the execution thereof.

Theresa A. Gould
(witness)

SWORN to before me this 5th day of November, 1985.

Notary Public for South Carolina
My Commission Expires: 10-30-88

FILED IN DEED - C BOOK 434 PAGE 770
FILED AT 123500 ON 11/06/85

& McFARMONACH, P.A.
ATTORNEYS AT LAW
P.O. DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Theresa A. Gould, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R. Gerwing, its Senior Vice Pres, sign the within document, and Charles A. Scarminach, its Secretary, attest the same, and that (s)he with Terry L. Wynn witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

Terry L. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - C BOOK 434 PAGE 771
FILED AT 123500 ON 11/06/85

...SCARMINACH, P.A.
...NEYS AT LAW
... DRAWER 14
... HEAD ISLAND
... CAROLINA
29928

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, shown and designated as Lot Number Fifty four (54), Ivy Road, Subdivision of Sea Pines Plantation; said property having dimensions, metes and bounds as shown on the plat thereof recorded in Plat Book 20 at Page 75 in the Office of the Clerk of Court for Beaufort County, South Carolina.

FILED IN DEED - C BOOK 434 PAGE 772
FILED AT 123500 ON 11/06/85

EXHIBIT "B"

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a point of commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.69' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'05" west a distance of 209.39' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.93' to a point, thence south 43°59'50" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point, thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.89' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.88' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 33.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.23' to a point, thence north 45°32'00" east a distance of 32.36' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 156.00' to a point said point being the aforesaid Point of Beginning.

FILED IN DEED - C BOOK 434 PAGE 773
FILED AT 123500 ON 11/06/85

AND, also, a perpetual non-exclusive Easement for Parking, Ingress & Egress over the shared area shown on the said Plat of Record subject to Grantee's obligation to contribute to the upkeep and maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement of Parking, Ingress and Egress for Grantor, its guests and invitees over existing parking areas, walkways, and driveways existing as of August 18, 1980, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive easement for access over those areas shown as "Acess Easement" and "Walkway Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and easement to use such restroom and washroom facilities now existing on the property adjacent to the South Beach General Store and the Land's End Building as shown on the aforesaid Plat of Record.

For a more detailed description as to metes, distances and bounds reference to the aforesaid Plat of Record may be had.

Barnes

FILED IN DEED - C BOOK 434 PAGE 774
FILED AT 123500 ON 11/06/85 89022
BOOK NUMBER 434 PAGES 769- 774
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

434 775

DEC. 8385

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANT

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

FILED IN DEED - C BOOK 434 PAGE 775
FILED AT 123500 ON 11/06/85

ARMINACK, P.A.
ATTORNEYS AT LAW
DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

Theresa A. Gould
Ralph E. Tupper

BY: Neil E. Hellman

WITNESSES

Theresa A. Gould
Jerry L. Wynn

SEA PINES PLANTATION COMPANY

BY: John K. Amy
Its V.P.-C.O.O.

ATTEST:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A. GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUPPER witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

Ralph E. Tupper
Notary Public for South Carolina
My Comission expires: 10-30-88

FILED IN DEED - C BOOK 434 PAGE 776
FILED AT 123500 ON 11/06/85

...KARMINACH, P.A.
...ORNEYS AT LAW
...O DRAWER 14
...ON HEAD ISLAND
...TH CAROLINA
29938

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Theresa A. Gould, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R Gerwing, its Senior Vice Pres, sign the within document, and Charles A. Scarminach, its Secretary, attest the same, and that (s)he with Terry L. Wynn witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

Terry L Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - C BOOK 434 PAGE 777
FILED AT 123500 ON 11/06/85

& SCARMINACH, P.A.
TORNEYS AT LAW
) DRAWER 14
N HEAD ISLAND
TH CAROLINA
29938

EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island in Beaufort County, South Carolina, shown and designated as Lot Number Eighty (80) Otter Road, Subdivision of Sea Pines Plantation. Said property having dimensions, metes and bounds as shown on the plat thereof recorded in Plat Book 20 at Page 74 in the Office of the Clerk of Court for Beaufort County, South Carolina and is conveyed subject to all easements as shown thereon;

FILED IN DEED - C BOOK 434 PAGE 778
FILED AT 123500 ON 11/06/85

EXHIBIT "B"

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4734, dated February 21, 1985, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°3.'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 59.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'03" west a distance of 209.59' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'09" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point, thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.89' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 76.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.88' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 23.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.28' to a point, thence north 45°32'00" east a distance of 22.36' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 150.00' to a point said point being the aforesaid Point of Beginning.

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FILED AT 123500 ON 11/06/85

AND, also, a perpetual non-exclusive easement for parking, ingress & egress over the shared area shown on the said plat of record subject to Grantee's obligation to contribute to the upkeep and maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement of Parking, Ingress and Egress for Grantor, its guests and invitees over existing parking areas, walkways, and driveways existing as of August 18, 1986, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive easement for access over those areas shown as "Access Easement" and "Gallery Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and easement to use such restroom and washroom facilities now existing on the property adjacent to the South Beach General Store and the Land's End Building as shown on the aforesaid Plat of Record.

For a more detailed description as to metes, distances and bounds reference to the aforesaid Plat of Record may be had.

Barnes

FILED IN DEED - C BOOK 434 PAGE 780
FILED AT 123500 ON 11/06/85 89023
BOOK NUMBER 434 PAGES 775- 780
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

435/108

DEC. 8385

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANT
COUNTY OF BEAUFORT)

This Declaration made this 5th day of November, 1985, by South Beach Marina Village, a South Carolina Partnership (hereinafter the "Declarant") and Sea Pines Plantation Company ("Sea Pines").

WHEREAS, Declarant is the owner of those certain parcels or lots more and particularly described at Exhibit A hereto located in Sea Pines Plantation, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, Declarant has acquired the Property for the specific purpose of transferring the right to develop Family Dwelling Units thereon as said term is defined in those covenants recorded in Deed Book 206 at Page 1143 (the Sea Pines Property Owner Covenants); and

WHEREAS, Declarant wishes to transfer the rights to develop said Family Dwelling Units to the property described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Sea Pines has agreed to the within transfer contingent upon Declarant's recording of the within Covenant to restrict development on the Property as hereinafter provided.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit A hereto is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth.

1. Unless otherwise approved by Sea Pines, no Family Dwelling Unit shall be constructed on the Property. Said approval shall be in the form of an amendment to these Covenants properly executed by the Declarant and the Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

2. The within restriction shall not prohibit the consolidation of individual lots within the Property with lots adjoining thereto according to the procedures established from time to time by Sea Pines and upon such consolidation, these Covenants shall not prohibit development of structures on said consolidated lots in accordance with applicable covenants of record.

...SCARMINACH, P.A.
...RNEYS AT LAW
...O. DRAWER 14
...N HEAD ISLAND
...TH CAROLINA
29938

FILED IN BEEF - 1 BOOK 435 PAGE 108
FILED AT 160000 ON 11-15-85

IN WITNESS WHEREOF, the Declarant and Sea Pines have caused this Declaration to be executed as of the day and year first above written by their authorized partners and officers.

SOUTH BEACH MARINA VILLAGE

Theresa A Gould

BY: [signature]

WITNESSES

Theresa A. Gould

Terry L. Dyer

SEA PINES PLANTATION COMPANY

BY: [signature]
SR VICE PRES

ATTEST: [signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me THERESA A GOULD, who, on oath, says that (s)he saw the within named South Beach Marina Village sign, seal, and as its act and deed, deliver the within written document, and that (s)he with RALPH E. TUPPER witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

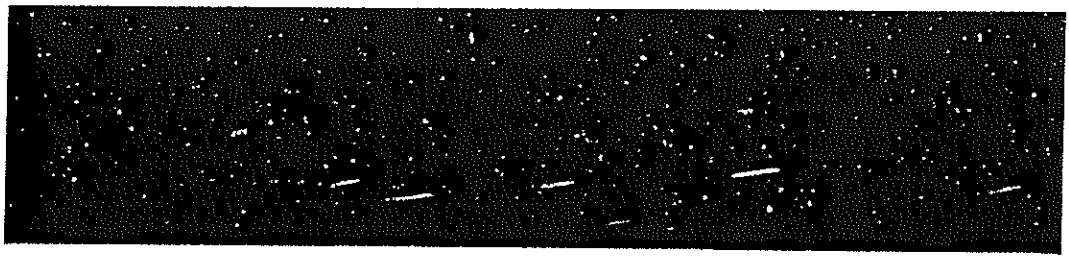
Theresa A. Gould
(witness)

[signature]
Notary Public for South Carolina
My Commission expires: 10-30-88

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FILED AT 15:30:00 ON 11 15 85

-2-

[illegible] AXMINACH, P.A.
[illegible] NEYS AT LAW
[illegible] DRAWER 14
[illegible] N HEAD ISLAND
[illegible] TH CAROLINA
29936



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Theresa A. Gould, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by Dennis R. Gerwing, its Senior Vice Pres. sign the within document, and Charles A. Searmimack, its Secretary, attest the same, and that (s)he with Terry L. Wynn witnessed the execution thereof.

SWORN to before me this 5th day of November, 1985.

Theresa A. Gould
(witness)

Terry L. Wynn
Notary Public for South Carolina
My Commission expires: 10/28/92

FILED IN DEED - 2 BOOK 435 PAGE 113
FILED AT 165800 ON 11/15/85

SEARMINACH, P.A.
ATTORNEYS AT LAW
DRAWER 14
HILTON HEAD ISLAND
SOUTH CAROLINA
29938

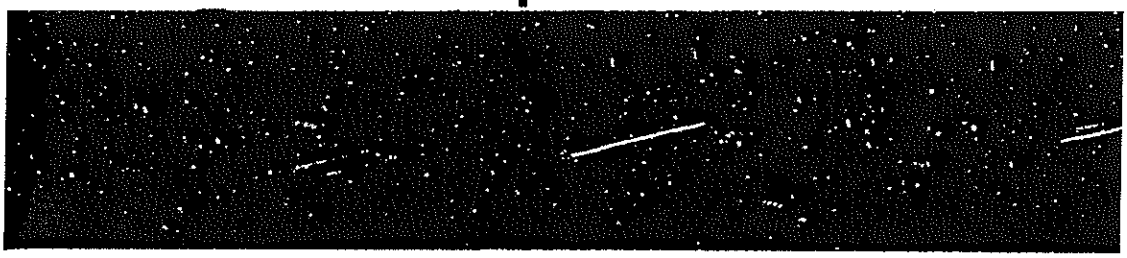


EXHIBIT A

ALL that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, shown and designated as Lot Number One Hundred Seventeen (117) Otter Road, Subdivision of Sea Pines Plantation. Said Property having dimensions, metes and bounds as shown on the plat thereof in Plat Book 20 at Page 74 in the Office of the Clerk of Court for Beaufort County, South Carolina, and is hereby conveyed subject to all easements as shown thereon;

Said property is conveyed subject to all obligations, restrictions, limitations, covenants, etc., applicable to Patio RESIDENTIALS AREAS OF SEA PINES PLANTATION COMPANY recorded in Book 173 at Page 46 and in Book 179 at Page 239 in the Office of the Clerk of Court for Beaufort County, South Carolina, and hereby made applicable to the property conveyed by this Deed, as well as those recorded in Deed Book 224 at Page 1036.

FILED IN DEED - BOOK 477 PAGE 111
FILED AT 165300 ON 11/15/85

All that piece, parcel or tract of land known as [illegible] on a plat entitled, "A Plat of the Beach Area Tract, A Section of Sea Pines Plantation" prepared by Jerry L. [illegible] Registered Land Surveyor, [illegible] dated February 21, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 13, as follows:

Beginning at a point on the southeastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning; thence north 44°00'00" west a distance of 74.24' to a point, thence north 43°3[illegible] a distance of 30.00' to a point, thence north 44°00'00" west [illegible] a distance of 175.91' to a point, thence south 46°00'00" west [illegible] distance of 15.74' to a point, thence north 44°00'00" west [illegible] distance of 126.04' to a point, thence north 07°14'03" west [illegible] distance of 50.24' to a point, thence south 70°27'02" west [illegible] distance of 52.72' to a point, thence north 01°42'0[illegible]" west [illegible] distance of 209.35' to a point, thence north 31 00'0[illegible] east [illegible] distance of 346.62' to a point, thence south 42°07'[illegible]" east [illegible] distance of 141.92' to a point, thence south 43°59' [illegible]" east [illegible] distance of 10.00' to a point, thence south 15°1'00 [illegible] east [illegible] distance of 59.92' to a point, thence [illegible] east [illegible] distance of 51.74' to a point, thence south 44°00'[illegible] east [illegible] distance of 19.79' to a point, thence north 46°00' [illegible]" east [illegible] distance of 21.69' to a point, thence east [illegible]'00" [illegible] distance of 31.33' to a point, thence south 44°00'0[illegible]" west [illegible] distance of 76.14' to a point, thence south 44°00'00" east [illegible] distance of 47.49' to a point, thence south 46°00'[illegible]" west [illegible] distance of 5.76' to a point, thence north 44°00'00" west [illegible] distance of 16.02' to a point, thence south 46°00'00" west [illegible] distance of 26.12' to a point, thence south 44°00'0[illegible]" east [illegible] distance of 4.43' to a point, thence south 46°00'00" west [illegible] distance of 17.25' to a point, thence south 44°00'00" east a distance of [illegible] of 5' to a point, thence north 46°00'00" east a distance of [illegible] to a point, thence south 44°00'00" east a distance of [illegible] point, thence north 46°00'00" east a distance of [illegible] to a point, thence south 44°00'00" east a distance of [illegible] point, thence north 46°00'00" east a distance of [illegible] point, thence north 44°00'00" west [illegible] point, thence north 46°00'00" east [illegible] point, thence south 44°00'00" east [illegible] point, thence north 45°00'00" west [illegible] point, thence south 44°00'00" east [illegible] point, thence south 45°00'00" [illegible] point said point [illegible] for [illegible] of [illegible]

FILED [illegible] - 3 2004 475 PAGE 122
FILED BY [illegible] ON 11 10 04

AND, also, A property [illegible] as shown on [illegible] Ingress & Egress are the [illegible] Record subject to [illegible] obligations to contribute [illegible] Upkeep and Maintenance of the said shaded area.

SAVE AND EXCEPTING a non-exclusive Easement [illegible] Ingress and Egress for Grantor, its guests & invitees [illegible] existing parking [illegible] Walkways, and driveways [illegible] August 18, 1990, on the above described property; and

SAVE AND EXCEPTING FURTHER, a non-exclusive [illegible] access over those areas shown as "Access Easement" and "Pedestrian Easement" on the aforesaid plat of record; and

SAVE AND EXCEPTING FURTHER, a non-exclusive right and [illegible] want to use such restroom and washroom facilities [illegible] the property adjacent to the South [illegible] General Store [illegible] Land's End Building [illegible] shown on the above id Plat of Record.

For a more detailed description as to metes, [illegible] and bounds reference to the aforesaid Plat of Record may be had.

Brave

FILED IN DEED - C BOOK 435 PAGE 113
FILED AT 155800 ON 11/15/95 99943
BOOK NUMBER 435 PAGES 108- 113
FILING FEE 7.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 7.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

438/110 1

NAS/HEN:lt
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6287/HERITAGE

1816-3 1101

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) DECLARATION OF COVENANT

This Declaration made this 16th day of October, 1987, by HERITAGE INVESTORS II, a limited partnership organized in South Carolina, with its address at Post Office Box 5454, Hilton Head Island, South Carolina 29938 (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of the real property described in Exhibit A and known as Future Villa Site, Sea Pines Plantation (hereinafter the "Property"); and

WHEREAS, the existing Covenants of record on the Property limit development thereon to a remaining undeveloped maximum of twenty-five (25) dwelling units; and

WHEREAS, Declarant, with the approval of Sea Pines Plantation Company, has conveyed the right to develop three (3) dwelling units to MARRIOTT OWNERSHIP RESORTS, INC., a Delaware Corporation, whose address is Post Office Box 890, Lakeland, Florida 33802, said development rights to be transferred to the property more and particularly described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, affirmative obligations, charges, liens as hereinafter set forth.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements and Affirmative Obligations that not more than twenty-two (22) remaining undeveloped dwelling units shall hereinafter be constructed thereon.

IN WITNESS WHEREOF, Declarant and Sea Pines Plantation Company have caused this instrument to be executed as of the day and year first above written by their duly authorized officers.

WITNESSES:

Sharon M Bailey

Linda H. Toomer

HERITAGE INVESTORS II

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

By: Heritage Properties, Inc.
General Partner

Sharon M. Bailey

Linda H. Toomer

By: P R Easterlin Jr
PRESIDENT

Attest: Cheryl A. Gusk

SEA PINES PLANTATION COMPANY

Carol P. Osmer

Genganne S. Veckt

By: J R Curry, Assistant

Attest: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Sharon M. Bailey, who, on oath, says that (s)he saw the within named HERITAGE INVESTORS II by P. R. Easterlin, Jr., its General Partner, and Heritage Properties, Inc., Its General Partner, by its Officers sign, seal, and as its act and deed, deliver the within written document, and that (s)he with Linda H. Toomer witnessed the execution thereof.

SWORN to before me this
16th dey of October, 1987

Linda H. Toomer
Notary Public for South Carolina
My Commission expires 8-31-94

Sharon M Bailey
(witness)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Georgeanne S. Hoecht, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by John F. Curry, its Trustee, sign the within document, and _____, its _____, attest the same, and that (s)he with Carol P. Cramer witnessed the execution thereof.

Georgeanne S. Hoecht
(witness)

SWORN to before me this
19 day of October, 1987

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

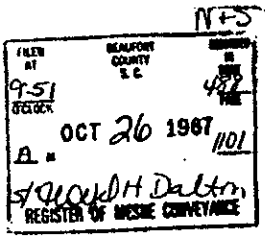
RHD

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and being more particularly shown and described as 6.019 ACRES, as shown on a plat of a Section of Sea Pines Plantation designated "A Plat of 10.022 Acres known as the GREENWOOD GATE FUTURE VILLA SITE, a Section of Sea Pines Plantation", dated March 14, 1974, and prepared by Forrest S. Baughman, S.C. Reg. L.S. #4922, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 26 at Page 23. For a more detailed description as to the courses, mates and bounds of the said property, reference may he had to the above referred to plat of record.

EXHIBIT B

ALL that certain piece, parcel or tract of land, consisting of 2.104 acres, located in Harbour Town, Sea Pines Plantation, Town of Hilton Head Island, Beaufort County, South Carolina, as shown and described in Plat Book 30 at Page 35 and recorded in the Office of the RMC, Beaufort County, South Carolina. For a more detailed description as to courses, metes, bounds, conditions, locations, etc., reference may be had to the said plat of record.



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6287/WELTON2 1816-3

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANT
COUNTY OF BEAUFORT)

This Declaration made this 16th day of October, 1987, by WELTON CORPORATION, a Florida corporation authorized to do business in South Carolina, whose address is 2275 Speakman Drive, Mississauga, Ontario, Canada L5K-1B1 (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of the real property described in Exhibit A and known as Calibogue Club (Spartina Fields), Sea Pines Plantation (hereinafter the "Property"); and

WHEREAS, the existing Covenants of record on the Property limit development thereon to a remaining undeveloped maximum of ninety-eight (98) dwelling units; and

WHEREAS, Declarant, with the approval of Sea Pines Plantation Company, has conveyed the right to develop three (3) dwelling units to MARRIOTT OWNERSHIP RESORTS, INC., a Delaware Corporation, whose address is Post Office Box 890, Lakeland, Florida 33802, said development rights to be transferred to the property more and particularly described at Exhibit B hereto (the "Development Property"); and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, affirmative obligations, charges, liens as hereinafter set forth.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the Covenants, Restrictions, Conditions, Easements and Affirmative Obligations that not more than ninety-five (95) remaining undeveloped dwelling units shall hereinafter be constructed thereon.

IN WITNESS WHEREOF, Declarant and Sea Pines Plantation Company have caused this instrument to be executed as of the day and year first above written by their duly authorized officers.

WITNESSES:

Sharon M. Bailey

Linda H. Toomer

WELTON CORPORATION

By: D. M. Welton

Attest: V. Pres.

Carol P. Cramer

Georganne S. Hecht

SEA PINES PLANTATION COMPANY

By: John C. Curry, Pres.

Attest: _____

STATE OF S.C.)
COUNTY OF Beaufort)

PROBATE

PERSONALLY appeared before me Sharon M. Bailey, who, on oath, says that (s)he saw the within named WELTON CORPORATION by D. M. Welton its V. Pres., sign the within document, and H. L. Novit its Asst. Secretary, attest the same, and that she with Linda H. Toomer witnessed the execution thereof.

Linda H. Toomer

Sharon M. Bailey

Notary Public for: SC
My Commission Expires: 8-21-94

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Georgeanne S. Haecht, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY by John F. Curry, its Trustee, sign the within document, and _____, its _____, attest the same, and that (s)he with Carol P. Cramer witnessed the execution thereof.

SWORN to before me this
14 day of October, 1987

Georgeanne S. Haecht
(witness)

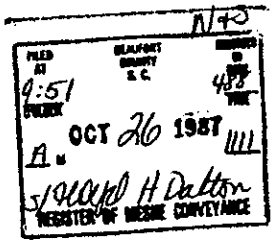
Carol P. Cramer
Notary Public for South Carolina
My Commission expires 11/4/93

EXHIBIT A

ALL that certain piece, parcel and tract of land situate, lying and being in Sea Pines Plantation, in the Town of Hilton Head Island, Beaufort County, South Carolina, and consisting of 34.036 acres of property now known as Calibogue Club and previously known as Spartina Fields as shown and described on a plat entitled "Spartina Fields, 53.880 Acres," recorded in the Office of Clerk of Court for Beaufort County, South Carolina in Plat Book 31 at Page 125 and prepared by Coastal Surveying Company, Inc., and dated April 22, 1980, as finally amended and revised on May 26, 1983. For a more detailed description of the 34.036 acres including metes, bounds, distances, directions, etc., reference may be had to the within referred to plat of record.

EXHIBIT B

ALL that certain piece, parcel or tract of land, consisting of 2.104 acres, located in Harbour Town, Sea Pines Plantation, Town of Hilton Head Island, Beaufort County, South Carolina, as shown and described in Plat Book 30 at Page 35 and recorded in the Office of the RMC, Beaufort County, South Carolina. For a more detailed description as to courses, metes, bounds, conditions, locations, etc., reference may be had to the said plat of record.



J, S & P/J P S

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STATE OF SOUTH CAROLINA)
) COLLATERAL ASSIGNMENT OF RIGHTS AND
COUNTY OF BEAUFORT) EASEMENTS

This ASSIGNMENT made and executed this 17th day of November, 1987, (the "Assignment") by and between SEA PINES PLANTATION COMPANY, INC., A South Carolina Corporation, (hereinafter referred to as the "Assignor"), and THE SOUTH CAROLINA NATIONAL BANK, (hereinafter referred as the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor has entered into that certain Assignment of Rights with a copy of said Assignment being attached hereto at Exhibit A and hereinafter referred to as the "Assignment of Rights") which provides for the assignment of certain Declarant Rights, granting of easements and conveyance of certain reserved authority under various covenants of record;

WHEREAS, the Assignee has disbursed or will disburse to or for the account of the Assignor certain loan proceeds in the amount of SEVENTEEN MILLION AND NO/100 ($17,000,000.00) DOLLARS which is evidenced and secured by that certain Promissory Note of Assignor in favor of Assignee dated November 17, 1987, in the original principal amount of $17,000,000.00 (the "Note") and further evidenced by that certain Credit Agreement dated November 17, 1987, by and between Assignor and Assignee (the "Credit Agreement"), and secured by that certain Mortgage of Assignor in favor of Assignee dated November 17, 1987, (the "Mortgage"), and further secured by other instruments of security as provided in the Credit Agreement; and

WHEREAS, the Assignor has agreed to and does execute this Assignment as additional security for the payment of the Note;

NOW, THEREFORE, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Assignor hereby grants, transfers and assigns to the Assignee its entire interest and rights in and to the Contracts as follows:

(1) The above-stated "WHEREAS" clauses are hereby incorporated herein the same as if repeated verbatim.

(2) Assignor does hereby give, grant, transfer and assign to Assignee all of Assignor's right, title and interest in and

INITIALS

to the Assignment of Rights and all easements referred to therein or attached thereto as exhibits as security for the payment of the Note and to that extent Assignor does hereby give, grant, and convey to Assignee a security interest in the Assignment of Rights and furthermore Assignor hereby empowers and authorizes Assignee to exercise and use all said rights, easements and benefits of Assignor in the Assignment of Rights. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the Note or a default in the Credit Agreement, and until a default has occurred in the Note or Credit Agreement, the Assignor shall have the exclusive right to said Assignment of Rights.

(3) Assignor agrees to execute any other documents upon the request of Assignee to evidence and perfect Assignee's security interest in the Assignment of Rights and Assignee may take such additional action as it deems necessary in order to perfect its security interest and lien in the Assignment of Right in accordance with the Uniform Commercial Code of South Carolina.

(4) The Assignor warrants that the Assignment of Rights is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth in Exhibit A; that the Assignment of Rights is in full force and effect and that no defaults under any of the terms, covenants or conditions thereof have occurred.

(5) The Assignor agrees that:

(a) The Assignment of Rights shall remain in full force and effect irrespective of any merger of the interest of the parties thereunder described;

(b) Assignor shall not assign, terminate, materially modify or amend the Assignment of Rights or any of the terms thereof or any easements referred to therein, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted assignment, termination, modification, or amendment of the Assignment of Rights without such written consent of Assignee shall be null and void;

(c) Assignor shall deliver to Assignee copies of any and all notices, requests, demands, statements or documents delivered or received by Assignor under the Assignment of Rights in accordance with the notice provisions of Section 6.03 of the Credit Agreement;

(d) Assignor shall not execute any other assignments of the rights and/or easements conveyed under the Assignment of Rights or any interest therein;

(e) Assignor shall, if so requested by the Assignee, enforce the rights granted under the Assignment of Rights and all remedies available to the Assignor against any party thereto, in case of any violation thereof;

(f) None of the rights or remedies of the Assignee under the Credit Agreement, the Mortgage, or any of the loan documents, shall be delayed or in any way prejudiced by this Assignment;

(g) In the application and administration of the rights and easements granted under the Assignment of Rights, the Assignor shall be bound by the provisions of the Credit Agreement;

(h) In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Assignment of Rights or under the Declarant Rights assigned thereunder, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Assignment of Rights or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Assignment of Rights. Should the Assignee incur any such liability, loss or damage under the Assignment of Rights or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand. Such attorney's fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditor's reorganization proceedings.

(i) This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rights, contracts, rents, profits or issues contained in the Mortgage or in any other document.

(j) This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor" and "Assignee" wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

(k) In the event the Assignor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in this Assignment, this shall constitute a default, breach or failure to perform under the Credit Agreement. All of the rights of the Assignee hereunder shall be cumulative and not in limitation of the Assignee's rights under the terms of said Instruments.

(l) The term of this Assignment shall be until the note and all other indebtedness or obligations of Assignor provided in the Loan Documents is fully paid and satisfied and at the end of said term this Assignment shall be cancelled and terminated and be null and void.

IN WITNESS WHEREOF, the Assignor hereto has caused this assignment to be executed and delivered on this 17th day of November, 1987.

WITNESSES:

ASSIGNOR:

SEA PINES PLANTATION COMPANY, INC.

By: _____

(Its Pres)

Attest: _____

(Its Sec.)

ASSIGNEE:

THE SOUTH CAROLINA NATIONAL BANK

By: _____

(Its Vice Pres)

Attest: _____

(Its Asst. Vice Pres.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me L. W. Hepner, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY, INC. by David N. Axene, its President, sign the within document, and Robert P. Hawkins, its Secretary attest the same, and that (s)he with Maryann S. Bayless witnessed the execution thereof.

_____
(witness)

SWORN to before me this 17th day of November, 1987.

_____
Notary Public for South Carolina
My Commission expires: 2/12/97

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Samuel J. Morris, III, who, on oath, says that (s)he saw the within named THE SOUTH CAROLINA NATIONAL BANK by Ralph G. Kuhn, its ~~Vice President~~, sign the within document, and Mary Ann Mattox, its ~~Secretary~~ attest the same, and that (s)he with Linda S. Moore witnessed the execution thereof.

SWORN to before me this 17th day of November, 1987.

(Witness)

Linda S. Moore
Notary Public for South Carolina
My Commission expires: Jan. 15, 1996

J. S & P/J P S

U 903

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS (hereinafter "Assignment"), made this 17th day of November, 1987, by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Assignor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Assignee"),

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Assignor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Assignor agreed to sell certain assets in Sea Pines Plantation (hereinafter "Sea Pines Plantation") consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving

INITIALS

Gardner-Matthews Plantation Company (Case No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Buyer has assigned all of its rights and interests in and to said Agreement to Assignee herein; and

WHEREAS, pursuant to the Agreement, Assignor must convey to Assignee certain rights, powers and privileges originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Assignor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines

Plantation Property Owners dated February 8, 1984 (hereinafter "Memorandum of Agreement"); and

WHEREAS, the parties acknowledge that said rights, powers and privileges are valuable and ownership, management and control of same is essential to Assignee in order to effectively manage, own and operate the Assets;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby quit claim grant, bargain and assign to Assignee, without any recourse whatsoever, (i) all of its rights as "Company" pursuant to the above-referenced Covenants and Restrictions as hereinafter set forth, and (ii) all other rights Assignor may have necessary and incidental to the proper ownership, management and operation of the Assets, including the following specified rights, powers and privileges:

1. In accordance with the terms of the Agreement, Assignor intends to convey and/or assign to the NFP Entity, the common properties and the responsibility to operate and maintain same and to perform certain community services as referred to in the 74 Covenants. If, at any time hereafter, the NFP Entity, or its assignee or successor, fails (in the reasonable discretion of Assignee) to perform community services as referenced above, in an adequate and timely manner, in all or in any portions of Sea Pines Plantation, then Assignee shall have the right (but not the duty) after fifteen (15) days written notice to and failure to cure or diligently commence to cure such lack of performance within ten (10) days of receipt of such notice on the part of the NFP Entity or its assignee or successor, to perform, correct or otherwise cause the

performance of the particular community service and to credit the actual cost of such performance against any community services assessment or adjusted gross resort revenue contribution as defined in the 74 Covenants and as may be due from Assignee. The transfer of the obligation and responsibility to perform Community Services to the NFP Entity or any other assignment by Assignor shall be subject to rights of Assignee as set forth herein.

2. Those certain rights and privileges reserved to the "Company" by Article II, Section C(1) of the 74 Covenants to make "minor changes" in golf course land and any other land use category as defined in the 74 Covenants with regard to the property to be conveyed by Assignor to Assignee as set forth in the Agreement.

3. All of its "right of repurchase," in regard to all properties within Sea Pines Plantation as more particularly described in any Restrictions and/or Declarations of record in Beaufort County, South Carolina including those certain Declarations, Covenants and/or Restrictions recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 172 at Page 316, Deed Book 260 at Page 1143, Deed Book 209 at Page 1745, and in Deed Book 173 at Page 46; and like Declaration of Covenants of the Sea Pines Plantation Company as Declarant for Class "A" Single Family Residential Areas and Multi-Family Residential Areas within Sea Pines Plantation.

4. All rights reserved unto the "Company" in the Restatement except those granted by Paragraph 3(h) including but not limited to the right to approve the consolidation or subdivision of any lots or other parcels in Sea Pines Plantation. The creation of any density units arising out of the consolidation of lots shall be owned or used at the discretion of Assignee,

subject however, to the provisions of the Sea Pines Master Plan and recorded covenants and any other applicable restrictions or laws or ordinances.

5. In order to provide adequate run-off of surface water consistent with sound golf course management principles, the right (but not the duty) to direct and control the water level of all lagoons and drainage canals within Sea Pines Plantation that affect the golf course drainage and the right to control all Drains, (as defined in Article II, Paragraph 1 of the 74 Covenants), tidal gates, risers, pumps, valves and any and all other drainage control devices or equipment which are essential to raising or lowering water levels affecting drainage of the golf courses. This right to control drainage includes the right (but not the duty) to maintain all lagoons, water courses, ditches, channels, pipes, culverts, trenches, and all equipment or machinery associated with any and all portions of the drainage system within Sea Pines Plantation that affects the golf courses. Any conveyance by the Assignor of any properties in Sea Pines Plantation to the NFP Entity or any other entity or person shall be made subject to the rights set forth herein.

6. The right to connect roads and driveways, rights-of-ways and easements constructed by Assignee or on property owned by Assignee within Sea Pines Plantation with any other roads or rights-of-ways within Sea Pines Plantation (and the right to install curb cuts on such rights-of-ways), and the right to relocate roadways, easements and rights-of-ways to the extent any such relocation shall not affect the rights of other owners of property within Sea Pines Plantation, and the right to make connections with and to all existing utilities and drainage facilities within Sea Pines Plantation.

7. All rights under the Class "A" Covenants and any and all Sea Pines

Plantation restrictive covenants related to the ownership and operation of the golf courses and other recreational amenities being purchased by Assignee.

8. Assignor recognizes and acknowledges the necessity of clearly setting forth the rights of Assignee in and to the roadways, entrance ways and gates of Sea Pines Plantation, to enable Assignee to operate its Assets and to achieve optimum revenues and cash flows and to promote the use of its recreational and resort facilities including golf courses, tennis courts, beach facilities, and lodging facilities, consistent with the purpose, intent and scheme of development as set forth in the 74 Covenants. Assignor has the right to establish and control gate policies and assign same in accordance with the 74 Covenants. In recognition of the rights of Assignor set forth herein, Assignor does agree, with respect to the Assets being acquired by Assignee, to restrict its rights and the rights of any of its successors or assigns to change the gate policy in any manner that would in any way adversely affect Assignee's ability to own and operate its Assets within Sea Pines Plantation that it is acquiring from Assignor. Accordingly, by and through these presents, Assignor does establish and designate that certain gate policy which is attached to this Assignment as Exhibit "A" (hereinafter "Policy") as the existing gate policy currently being adhered to in Sea Pines Plantation. Assignor hereby assigns to Assignee, its successors and assigns, its rights of access through the gates of Sea Pines Plantation and over the roadways within Sea Pines Plantation as set forth in the Policy, and hereby covenants that neither Assignor nor any successor of Assignor to either its rights to control gate policy or as owner of the fee in the roadways and gates within Sea Pines Plantation, will impose or institute any change to the Policy that in any way further restricts Assignee or

Assignee's guests, agents, invitees, employees, contractors, subcontractors, successors, assigns or other persons consistent with the Policy, from entering through the gates of Sea Pines Plantation and traveling over any of the roadways within Sea Pines Plantation to reach, utilize and enjoy any of the Assets, unless such action or change is consented to in writing by Assignee. Examples of actions that would be deemed to be unauthorized restrictions of Assignee's rights to access would include but not be limited the following:

i. The imposition of any higher fees to enter the gates of Sea Pines for Assignees, its successors, assigns, agents, employees, contractors, subcontractors, invitees, or any other authorized personnel of Assignee entering Sea Pines Plantation for use of or service to the Assets.

ii. The re-routing or special routing of traffic attempting to reach the Assets.

iii. Any requirement to obtain any special decals or authority except as set forth in the Policy.

iv. Any limitation on the time that access is allowed beyond that set forth in the Policy.

v. The requirement of any special advance notice to enter the gates beyond those set forth in the Policy.

Contemporaneous with the execution of this Assignment of Rights, Assignor shall grant to Assignee, its successors or assigns, an easement appurtenant to all of its Assets within Sea Pines Plantation consistent with the provisions herein. Any subsequent conveyance by Assignor of any of its rights to control the gate policies for Sea Pines Plantation or any conveyance of Assignor of the roadways and gates of Sea Pines Plantation shall be made subject to this Assignment of Rights, the Policy attached hereto and the easement

granted by Assignor to Assignee as more fully described above and as set out in a separate document entitled "Easement for Access."

9. All of Assignor's rights as Company under the 74 Covenants to call and/or approve a "Referendum" as defined in the 74 Covenants.

10. The non-exclusive assignment of Assignor's rights, if any, to enforce all covenants and restrictions affecting any properties in and outside Sea Pines Plantation, save and excepting any covenants and restrictions affecting subdivisions commonly known as Point Comfort and North or South Forest Beach.

11. All rights Assignor may have to the extent not inconsistent with any covenants, regulations, agreements, laws, ordinances or otherwise to license and maintain real estate and rental offices within the improvements and on any properties being purchased by Assignee.

12. All rights of ownership in the most current Master Plan of Sea Pines Plantation including the right to initiate, seek and/or approve any proposed change in such and the rights to any and all approvals and/or development rights granted by any regulatory authority and the right, in the event of an appeal of a decision of the Sea Pines Architectural Review Board, for Assignee to appoint an arbitrator to hear such appeal, to the extent such right currently exists in Assignor pursuant to the ASPPPO Settlement Agreement.

13. Assignor's non-exclusive right to plant trees, plants and shrubs; to provide and ensure adequate drainage ways, canals or lagoons; to cut fire breaks; to utilize controlled burning to prevent build-up of excessive "ground fuel" and underbrush contributing to severe damage from uncontrolled forest fires, as described in Article II(B)(1) of the 74 Covenants.

14. The non-exclusive right to make minor changes in the boundaries of the various categories of designated areas as defined in and limited by Article II(B)(5) of the 74 Covenants.

15. All rights of reversion and/or other future interests in real property, contract rights, personal property or intangibles which are not disposed of upon the winding-up of the Bankruptcy Estate and the dissolution of Hilton Head Liquidation Corp.

The preamble to this Assignment is incorporated herein by reference.

All references to Assignee are intended to include Assignee, its successors and assigns and Buyer, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

WITNESSES:

Carol P. Garner

Louise R. Lund

ASSIGNOR:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

PINE:RIGHTS1-3:11/15/87bsl
(9th draft)

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 JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Louise R. Lund

SWORN to before me this 17th

day of December, 1987.

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

EXHIBIT "A"

GATE POLICY

GATE POLICY

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SECTION IV

POLICY FOR ISSUANCE OF GATE PASSES

4.01 Visitor Passes (Non-Commercial)

4.01.1 No Charge.

Visitor Passes can be authorized for the following individuals and their guests at no charge:

- Sea Pines Property Owners
- Long Term Renters in Sea Pines
- Employees of the Company (herein defined in Section 4.01.1.6), or other businesses operating commercial lands within Sea Pines Plantation who contribute to the Community Trust Fund according to the provisions of the 1974 Covenants or according to other provisions as contained herein.
- Clients of and/or Real Estate Agents showing property under special circumstances.
- Clients of participating commercial land owners and businesses (see 4.03.4).

4.01.1.1 Sea Pines Property Owners.

When a Property Owner arrives at the Security Office or Sea Pines Welcome Center desiring a temporary pass (arrived with a rental vehicle, traveling with friends, etc.) they should present a Property Owner's ID with their picture on it for verification. If they have one of the old ID's (without a picture) another form of ID should be required and then the Property Owner listing should be checked. The ID's (with the pictures on them) that are not expired are to be honored when carried by the Property Owner without further ID or checking.

4.01.1.2 Government Officials.

U.S. Government Officials, State of South Carolina Officials, Beaufort County Officials and Town of Hilton Head Officials showing valid identification will be admitted through the Gates without having to return to the Security Office to be cleared. If they do go to the Security Office, on presentation of proper identification as an Official of one of the above agencies, they will be issued a daily Gate Pass. Vehicles having an official seal of any of the above agencies as well as vehicles with the following special decals, (1) Utility Company, (2) Hilton Head Holdings and (3) Town of Hilton Head, will be admitted through the Gates without the need for a daily pass.

4.01.1.3 Marriott Ownership Resorts, Inc. (herienafter called "MORI").

MORI is defined as the Time Share units at Monarch, Swallowtail, Spicebush and some units in the following:

Ketch Court	Plantation Club Villas
Twin Oaks	Port Villas
Racquet Club	Night Heron

MORI will periodically draw passes from the Sea Pines Welcome Center based on their anticipated needs. The owner of the Time Share will receive a pass at the Marriott Welcome Center Office for the length of their stay in the Plantation. (MORI Owners DO NOT receive Sea Pines Property Owner Decals). The passes will be stamped "MARRIOTT GUEST".

Short Term Rentals of MORI are those who rent for one or more nights and are given the same pass as an owner since they are placed in a vacant owner unit or an unsold MORI owned unit.

"TOUR PROSPECTS" are those brought in by MORI to take the Sales Tour and are given a $3.00 daily pass already purchased by MORI.

4.01.1.4 Seascape Owners.

Only original owners of Seascape will be issued free passes. They must present an original owner's ID card. They cannot get guest passes for their friends or guests.

4.01.1.5 Harbour Town Merchants Courtesy Pass.

If a guest comes to the gate with one of the Harbour Town Merchants Courtesy Passes, the guest will be turned into the Officer on duty and the person allowed to enter the Plantation during the hours of 9:00 A.M. and 5:00 P.M., Monday thru Friday.

4.01.1.6 Sea Pines Plantation Company, Inc. (the "Company").

Wherever used in this Gate Policy the term "Company" shall mean SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation, its subsidiaries, successors and assigns including Sea Pines Real Estate Companies, Inc. and all related entities.

The Company has the right to cause the issuance, at no charge to the Company, of annual gate passes for all Company Directors, Officers and employees, to include Company consultants, real estate sales agents and contractors other than those serving in a temporary capacity, in which case temporary passes may be issued. The Company further reserves the right to issue annual or temporary passes to a limited number of Public Officials holding either Town, County, State or Federal Office. The above-described passes will be issued by the Sea Pines Security Office upon the request and authorization of designated Company Officials.

The Company has the right to issue or cause to be issued at no charge to the Company, temporary guest passes to the following categories of Company guests or business clients:

a. Company lodging guests.
b. Business clients of the Company.
c. Real Estate clients of the Company.
d. Visiting VIP's and social guests at company sponsored functions.

The above categories of passes will be issued at the Company managed Welcome Center unless otherwise agreed to by the Company and/or its successors. In addition to the above gate pass authority, Paragraphs 4.01.1; 4.01.1.4; 4.01.1.6; and 4.01.1.7 are applicable to the Company and its tenants. In the event of sale of the Company or its major assets, its successors shall have all the rights, privileges and obligations as expressed in this policy, subject to their acceptance and adherence to the terms of funding Community Services, stated in Article III, Paragraph B of the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated September 7, 1974.

4.01.1.7 Company Real Estate Clients.

All requests must come from Company Sales Agents and given to the Welcome Center Real Estate Receptionist.

The passes are good for one day only if picked up before 2:00 P.M. After that, the pass will be issued for two days (the current and the following day).

The receptionist will log the agent and client's name for follow-up by the Broker-in-Charge.

This temporary pass is for Company prospects only. Each agent is urged to tour with the prospect personally.

4.02 General Information for Temporary Passes.

4.02.1 Who Can Arrange for Passes.

Passes can be arranged for guests either in person at the Sea Pines Welcome Center or by telephone (785-8004) by Sea Pines Property Owners, Long Term Renters in Sea Pines, MORI Time Share Owners and by Company and its employees. Passes are to be issued for a period not to exceed two (2) weeks.

4.02.2 Renewal of Passes.

When passes are issued at the Welcome Center, if they are subject to

renewal, it will be indicated on the reverse side with a large "R" and the issuing employee's initial.

4.02.3 Issuing of Passes at the Security Office.

Passes may be issued by the Security Office to Sea Pines Property Owners only, while they are traveling in rented/borrowed vehicles or they do not have proper documentation for the issuance of Property Owner Decals. Other passes as may be authorized by the Director.

4.02.4 Colors for Temporary Passes.

The following color for temporary passes will be used for the month indicated unless otherwise instructed by the Director. The color will be issued as indicated starting the FIRST of every month.

January/July .....RED
February/August .....GREEN
March/September .....YELLOW
April/October .....ORANGE
May/November .....BEIGE
June/December .....BLUE

4.03 Daily Commercial Passes.

Basically are issued to anyone not covered in the above instructions.

4.03.1 $3.00 Daily Pass.

Is the charge for four (4) wheel vehicles used by:

All construction workers not working for Sea Pines Company itself.
Contractors and Island Resident Guests.
Tennis or Golf patrons.
Charter Boat patrons.
Retail or Restaurant Customers and visitors or tourists not otherwise provided for herein.

4.03.2 $15.00 Daily Pass.

Is the charge for commercial vehicles with more than four (4) wheels, excluding buses. (see below)

4.03.3 Special Temporary Pass for Contractors.

A pass will be issued to contractors who have purchased the proper commercial decal but due to an accident, breakdown, etc. do not have that vehicle available for a limited time (not to exceed seven days). The Gate Officers will admit them for the period shown on the pass. All passes will be dated and signed by Security Office personnel.

4.04 $25.00 Bus Passes.

All buses that do not have a permanent Commercial Decal are charged $25.00 for a daily pass. Buses are required to use the Greenwood Gate for entry except for those groups sponsored by the Hilton Head Inn/Sea Scape Guest Convention Services and cleared by proper authority, who may use the Ocean Gate.

4.04.1 Special Information

Bus Drivers and/or Tour Guides will be given the following information (as a printed handout by the duty Dispatcher) together with their daily pass:

"Welcome to Sea Pines Plantation:

There are a few rules we ask you and your group to follow while visiting us:

A. You are authorized to discharge/pickup your passengers at the Sea Pines Center, Harbour Town or South Beach Marina Conference Center only.

After discharging your passengers, you are to exit the plantation via the Greenwood Gate and park outside the Plantation until time to pickup your passengers.

B. Use the Greenwood Gate only, proceed on Greenwood Drive to Greenwood Circle. If you are going to either the Sea Pines Center or Harbour Town, take the first exit (Lighthouse Rd). If you are going to South Beach Marina, take the second exit (Greenwood Drive), proceed to South Sea Pines Drive, then on to South Beach Marina.

C. There are no tours of the Plantation allowed, remain on the above roads as directed.

D. Do not park along roadsides, Beach walkways or in residential areas.

E. Camping and picnics are prohibited.

F. This pass is not valid for swimming pools, playgrounds, fishing or Beach Club facilities.

G. It is a violation of FEDERAL LAW to feed or otherwise disturb alligators.

4.05 Bicyclist Passes.

The bicycle paths located within Sea Pines Plantation were constructed with "private" moneys and as such are for the enjoyment of Sea Pines Property Owners, their dependents and guests (of property Owners and/or rental agencies) while residing within Sea Pines Plantation. "Outside" bicycles are not allowed entry.

4.05.1 Sea Pines Owners/Dependents and Guests While Residing in Plantation.

A bicyclist, upon departing from the Plantation, will receive a temporary pass from the Gate Officer which will allow them to re-enter the Plantation with their bicycle. This pass is ONLY for property owners, their dependents and guests (of property owners and/or rental agencies) while temporarily residing within Sea Pines Plantation.

4.06 Entry for Special Sports Events.

Free guest entry into Sea Pines will be granted upon authorization by Company to all ticket holders, authorized guests, participants, sponsors, volunteers and equipment or service suppliers for major annual sports events such as the MCI Heritage Golf Classic; the Family Circle Tennis Tournament; the International Seniors Golf Tournament and to a limited number of other sports events sponsored by the Company or its successor.

4.07 Entry for Scheduled, Civic, Cultural, Religious or Educational Meetings or Events.

Free guest passes will be issued upon a list of names delivered to the Security Office forty-eight (48) hours in advance along with the name and description of the event and its purpose submitted by the Sponsoring Property Owner.

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SECTION V

POLICY FOR ISSUANCE OF DECALS

5.01 General Information

The issuance of decals will be under the control of the Company Administrative Office and will be governed by the following policies:

5.01.1 Definition of 'Commercial' Type Vehicle

For the purposes of this manual and for the issuance of decals, the following are defined as 'Commercial' vehicles and will be issued "Commercial Decals":

a. All flat-bed/stake body trucks.
b. All trucks with a load capacity of more than 1½ tons.
c. All vehicles with permanent lettering/logos on them.
d. All vehicles utilized in providing a delivery service of supplies or equipment to property owners, long term residents, commercial establishments, etc.
e. All vehicles utilized in providing a service to property owners, long term residents, commercial establishments, etc. within Sea Pines Plantation for a livelihood/profit.
f. All vehicles utilized in providing transportation, tours, and sight-seeing services. (See paragraph 5.07.1)
g. All vehicles with work accessories attached or fastened thereto i.e., ladders, pipe racks, tool boxes, etc.
h. In the event of a vehicle not specifically falling within the categories, the Director of Sea Pines Security or an authorized Sea Pines Security Officer will make the final determination as to whether or not the vehicle should be classified as a "Commercial" type.

5.01.2 Definition of Recreational (RV) Vehicle

For the purposes of this manual, a vehicle that is either towed or self propelled, designed with living and sleeping facilities, and/or equipped with water/sewage/electrical hookups, considered to be a self-contained unit, is deemed to be a Recreational Vehicle and as such is not entitled to receive a decal.

A recreational Vehicle may be authorized entry into the Plantation for a maximum of four (4) hours for the purposes of loading and unloading only.

Some vans have large, picture type, side windows and are "fancied up" on the inside and may be classified as an RV for the purchase of a state vehicle licenses, however, as long as they do not project an image of a living and sleeping facility, they will not be treated as

an RV.

5.01.3 Vehicles Not Authorized to Park Overnight in the Plantation

a. Commercial vehicles (see paragraph 5.01.1 above)
b. Recreational (RV) vehicles (see paragraph 5.01.2 above)
c. Dune Buggies (Not allowed entry at any time)
d. Motorcycles (Not allowed entry at any time)
e. Trailers of any kind, except by special permission when they are allowed to remain overnight on an unimproved lot while construction is being completed on that lot.
f. Boats of any kind, unless they can be placed within a closed garage.
g. Campers of any kind.

For a user fee, these vehicles (except boats) may be parked in an area Sea Pines Security has provided for the storage of these vehicles.

5.02 Property Owner Decals

5.02.1 Eligibility

Limited to Property Owners only.

Property owner decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.02.2 Number Authorized

No limit to number of decals issued, subject to the vehicles being registered in the name of the Property Owner/Spouse. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.02.3 Verification

Verification of property ownership will be done by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, Property Records (ext 454) will be called and verification requested from that office. If verification still cannot be accomplished, the property owner will be requested to furnish copies of the Closing Statement, Partnership Agreements, Deeds, etc. Decals will not issued until verification of property ownership is completed.

5.02.4 Documents required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered to the property

owner and/or spouse. If it is a company owned vehicle, it must be verified that the vehicle is for the private full time use of the property owner and not a 'Company Pool' vehicle.

5.02.5 How issued

The decal may be issued in person or by mail provided the above procedures have been completed.

5.02.6 Expiration

These decals will expire when determined by the Sea Pines Company in coordination with the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years)

5.02.7 Charge

There is no charge to the Property Owner for their decal or replacement.

5.03 Dependent Decals

5.03.1 Eligibility

Must be a dependent child or step-child, unmarried, 21 years old or less (23 if still in college) of a Property Owner, living full time with parents, and other family members living in household full time.

Dependent decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.03.2 Number Authorized

No limit to number issued , subject to vehicles being registered in the name of the dependent. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.03.3 Verification

Verification of dependency will be done by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, the Property Owner will be contacted and requested to apply for their child and other family members.

5.03.4 Documents required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the dependent child. The application for a decal must be counter-signed by the parent (Property Owner).

5.03.5 How Issued

The decal may be issued in person or by mail provided the above procedures have been completed.

5.03.6 Expiration

These decals will expire annually, on the last day of November.

5.03.7 Charge

There is no charge to the dependent for their decal or replacements.

5.04 Relative Decals

5.04.1 Eligibility

Limited to immediate family members of a Property Owner. "Immediate family member" is defined as the mother, father, sister, or brother of a Property Owner. Also included as an "immediate family member" are the children of Property Owners in any or all of the following categories:

1. Married
2. Over the age of
3. Not living full time with parents

Relative decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.04.2 Number Authorized

Two (2) decals may be issued for the family of each relative. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.04.3 Verification

Verification will be accomplished by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, the Property Owner will be contacted and requested to apply for their relative.

5.04.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the relative applying. The application must be counter-signed by the Property

Owner.

5.04.5 How Issued

The decals must be applied for in person at the administrative office by the Property Owner.

5.04.6 Expiration

These decals will expire annually, on the last day of November.

5.04.7 Charge

There is a $3.00 charge for each decal issued. A replacement charge of $1.00 will be collected together with the old decal (or pieces).

5.05 Company Employees

5.05.1 Full Time Employees

5.05.1.1 Eligibility

Must be an employee of Company.

Employee decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use with the Plantation, it is for the employee's transportation to and from work.

5.05.1.2 Number Authorized

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.05.1.3 Verification

Verification of employment will be accomplished by the Administrative Office Staff, either by viewing an Employee's ID, or checking the printout of all employees. If verification cannot be accomplished by the above, the Human Resources Office (ext 372) will be contacted.

5.05.1.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be counter-signed by the employee's supervisor or the Director, Human Resources Office (or authorized staff member, Human

Resources Office).

5.05.1.5 How Issued

Each new employee may be issued one decal by the Director, Human Resources Office (or authorized staff member) at the time of employment. Once completed, copies of the application will be forwarded to the Security Administrative Office.

All other employee decals (additions, renewals, deletions, changes, replacements, etc.) will be issued by the Security Administrative Office staff. During the annual renewal period, separate instructions will be published to all departments.

5.05.1.6 Expiration

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decals must be scraped and returned to the Human Resources Office before the employee can be cleared. The Human Resources Office will notify the Security Administrative Office of the termination in order that the records can be adjusted.

5.05.1.7 Charge

There is no charge to the employee for their decal or a replacement.

5.05.2 Summer Seasonal Employees

5.05.2.1 Eligibility

Must be an employee of Company who has been hired as a "Summer Seasonal" employee.

Employee decals will not be issued for 'commercial type vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.05.2.2 Number Authorized

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.05.2.3 Verification

Verification of employment will be accomplished by the Administrative Office Staff, either by viewing an Employee's ID, or checking the printout of all employees. If verification cannot be accomplished by the above, the Human Resources Office (ext 372) will be contacted.

5.05.2.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be counter-signed by the employee's supervisor or the Director, Human Resources Office (or authorized staff member, Human Resources Office).

5.05.2.5 How Issued

Each new 'Summer Seasonal' employee may be issued one decal by the Director, Human Resources Office (or authorized staff member) at the time of employment, the decal will be cut in half to designate it as a 'SUMMER SEASONAL EMPLOYEE' decal. Once completed, copies of the application will be forwarded to the Security Administrative Office.

All other employee decals (additions, renewals, deletions, changes, replacements, etc.) will be issued by the Security Administrative Office staff.

5.05.2.6 Expiration

These decals will expire as of September 15 each year. Upon termination of an employee, the decals must be scraped and returned to the Human Resources Office before the employee can be cleared. The Human Resources Office will notify the Security Administrative Office of the termination in order that records can be adjusted.

5.05.2.7 Charge

There is no charge to the employee for their decal or a replacement.

5.06 Long Term Renter Decal

5.06.1 Eligibility

Limited to Long Term Renters whose names appear on a written Lease Agreement. Also included are those renters at "Harbour House" who do not have a written Lease Agreement and whose names are on file in the Security Administrative Office.

A Long Term Renter is defined as one who has a written Lease Agreement for six (6) months or more at the time they apply for a decal.

Long Term Renter Decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.06.2 Number Authorized

No limit to number of decals issued, subject to the vehicle being registered in the name as shown on the Lease Agreement. If a replacement decal is needed, the old decal (or pieces) must be returned to the Security Administrative Office.

5.06.3 Verification

Verification of a Long Term Renter will be accomplished by the Administrative Office Staff.

5.06.4 Documents Required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered to the Long Term Renter (or spouse) and/or children (living full time with the renter). A copy of the Lease Agreement must be presented. If the vehicle is a company owned vehicle, it must be verified that the vehicle is for the private full time use of the renter and not a 'Company Pool' vehicle.

5.06.5 How Issued

The decal must be applied for in person at the administrative office.

5.06.6 Expiration

These decals will expire annually, on the last day of November.

5.06.7 Charge

There is no charge to the Long Term Renter for their decal or replacement.

5.07 Island Resident Decals

5.07.1 Eligibility

Limited to those individuals who do not live in Sea Pines Plantation, but do live on Hilton Head Island or surrounding area at least six (6) months of the year. New applications must be signed by two (2) Sea Pines Property Owners, with address and phone number.

Local transportation, tour and sight-seeing companies may receive an "Island Resident Decal" vice a "Commercial Decal" upon their application for and the approval of their request by the Director of Security. His decision is final in this determination.

Island Resident Decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation except as provided for in the paragraph above.

5.07.2 Number Authorized

No limit to number of decals issued.

5.07.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.07.4 Documents Required

A completed Decal Application with the required signatures.

5.07.5 How Issued

The decal must be applied for in person at the Administrative Office.

5.07.6 Expiration

These decals will expire annually, on the last day of November.

5.07.7 Charge

There is a charge for these decals which is determined prior to November 1st of each year.

5.08 Island Clergy (Island Resident Decal)

5.08.1 Eligibility

Limited to those individuals who are ministers of an organized church on Hilton Head.

Island Clergy decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation, rather, they are intended to be used by the Clergy to visit with their church members.

5.08.2 Number Authorized

Limited to one (1) decal.

5.08.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.08.4 Documents Required

A completed Decal Application and a valid vehicle registration (or a copy) which must be in either the name of the minister or in the name of the church.

5.08.5 How Issued

The decal must be applied for in person at the Administrative Office.

5.08.6 Expiration

These decals will expire annually, on the last day of November.

5.08.7 Charge

There is no charge for these decals.

5.09 Sea Brook Residents (Former Sea Pines Property Owners)

5.09.1 Property Owner Decals are authorized for those individuals who were former owners in Sea Pines Plantation, but now live in Sea Brook. All other residents of Sea Brook are eligible for 'Island Resident' Decals and will be charged the same as other desiring an Island Resident Decal.

Property Owner Decals for this category will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.09.2 Number Authorized

Limited to two (2) decals. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.09.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.09.4 Documents Required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be in the name of the former property owner (or spouse) and the address on the registration be for Sea Brook.

5.09.5 How Issued

The decal must be issued in person or by mail provided the above procedures have been completed.

5.09.6 Expiration

These decals will expire when determined by the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years.)

5.09.7 Charge

There is no charge to the former owner for their decal or replacement.

5.10 Six Oaks Cemetery Plot Owners

5.10.1 Eligibility

Island Resident Decals are authorized to the Principal Heir of a deceased buried in the Six Oaks Cemetery. (Other family members will be issued a One-day Pass as needed.)

Decals for Six Oaks Cemetery Plot Owners will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.10.2 Number Authorized.

Limited to one (1) decal. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.10.3 Verification.

Verification will be the responsibility of the Administrative Office Staff. (Check with the Asst V.P. of Community Services)

5.10.4 Documents Required.

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered in the name of the owner of the plot(s).

5.10.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been completed.

5.10.6 Expiration.

These decals will expire annually, on the last day of November.

5.10.7 Charge.

There is no charge to the owner of a plot(s) for their decal or replacement.

5.11 Seascape Owners (Original).

5.11.1 Eligibility.

Island Resident Decals are authorized for those individuals who are original owners of Seascape property.

A decal will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.11.2 Number Authorized.

Limited to two (2) decals. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.11.3 Verification.

Verification will be the responsibility of the Administrative Office Staff thru the use of the Property Owner's Computer Printout. This is accomplished by reading the "Account #" which is an eight (8) digit numeric code. (i.e., 7-00000-01; 7-00000-02; 7-00000-03. The portion underlined indicates the number of times the property has been owned, 01 is the first (original) owner).

5.11.4 Documents Required.

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be in the name of the Seascape property owner (or spouse).

5.11.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been completed.

5.11.6 Expiration.

These decals will expire when determined by the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years)

5.11.7 Charge.

There is no charge to the Seascape owner for their decal or replacement.

5.12 Sea Pines Public Service District Employee (Island Resident Decals).

5.12.1 Eligibility.

Must be an employee of Sea Pines Public Service District.

Island Resident decals will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.12.2 Number Authorized.

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.12.3 Verification.

Verification of employment will be accomplished by the Administrative Office Staff, of the Sea Pines Public Service District.

5.12.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be countersigned by the employee's supervisor.

5.12.5 How Issued.

Must be applied for either by the Supervisor or in person at the Administrative Office.

During the annual renewal period, separate instructions will be furnished to the Sea Pines Public Service Administrative Office.

5.12.6 Expiration.

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decals must be scraped and returned to the Security Department Administrative Office.

5.12.7 Charge.

There is no charge to the employee for their decal or a replacement.

5.13 Sea Pines-Forest Beach Fire Department Employees (Island Resident Decals.

5.13.1 Eligibility.

Must be an employee of Sea Pines-Forest Beach Fire Department.

Island Resident decals will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.13.2 Number Authorized.

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.13.3 Verification.

Verification of employment will be accomplished by the Administrative Office Staff, of the Sea Pines Forest-Beach Fire Department.

5.13.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the e@ployee (or spouse). The application for a decal must be countersigned by the Chief/Asst. Chief (or their authorized representative) of the Sea Pines-Forest Beach Fire Department.

5.13.5 How Issued.

Must be applied for either by the Supervisor or in person at the Administrative Office.

During the annual renewal period, separate instructions will be

furnished to the Sea Pines-Forest Beach Fire Department.

5.13.6 Expiration.

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decal must be scraped and returned to the Security Department Administrative Office.

5.13.7 Charge.

There is no charge to the employee for their decal or a replacement.

5.14 Commercial Decals.

Commercial decals authorize entry Monday thru Saturday, 7:00 a.m. to 7:00 p.m. Entry is not allowed on Sunday or between the hours of 7:00 p.m. to 7:00 a.m. except as authorized by the the Director of Security. A special "strip" may be authorized in some cases which will allow entry from 7:00 a.m. to 9:30 p.m. and Monday thru Sunday. Other persons wishing to enter the Plantation after these hours, and for business purposes only, must stop at the Security office for clearance.

5.14.1 Definition.

A commercial decal is required by all persons doing business inside Sea Pines Plantation.

5.14.2 Number Authorized.

There is no restriction on the number of commercial decals, except as noted.

5.14.3 Expiration.

Commercial decals will expire annually, on the last day of November.

5.14.4 Charge.

Charges for commercial decals are placed in six (6) general categories:

	ANNUAL CHARGE.
Employees of Sea Pines Property Owners	$ 0.00
Newspaper Delivery Persons	0.00
Employees of Sea Pines Merchants	25.00
Autos, pick-up trucks and similar size vehicles	50.00
Vehicles with six (6) wheels (Dual wheel)	150.00
Vehicles with more than (6) wheels	250.00

The above charges are normally pro-rated (half-price) in June of each year. (Employees of Sea Pines Merchants to the next highest dollar.)

5.14.5 Employees of Sea Pines Property Owners.

5.14.5.1 Eligibility

Limited to those individuals who work for one or more Sea Pines Property Owner a minimum of three days per week. To include but not limited to, maids. Nurses in special cases as approved by the Director.

A decal in this category will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is intended for the employees transportation to and from work.

5.14.5.2 Number Authorized.

Limited to one decal. If a replacement is needed, the old decal (or pieces) must be turned in at the Security Administrative Office. This decal cannot be placed on a "commercial type" vehicle, (i.e. vehicles with logos, or more than 4 wheels, etc.)

5.14.5.3 Verification.

Verification will be accomplished by the Administrative Office Staff.

5.14.5.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for the decal must be countersigned by the Sea Pines Property Owner(s), indicating the number of days per week the applicant works for them and in what capacity.

5.14.5.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been complied with.

5.14.6 Employees of Sea Pines Merchants.

5.14.6.1 Eligibility.

Limited to those individuals who are employees of one of the following:

Baileys	Camp Hilton Head
Capin's Pharmacy	Cafe Europa

C.Q's	Crazy Crab
Dimatech	Demers Gallery
Fashion Court	Gatlin's Fine Food
Grocery Bag	Hales
Harbour Lights	Harbour Town Bike Rental
Harbour Town Grill	Harbour Town Wine & Spirits
Harbour Town Crafts	Harbour Town Antiques
Harbour Town Marina	Harbour Shop
Knickers	Land's End Tavern
Le Petit Bateau	
Marriott Ownership Resorts, Inc. ("MORI")	
Slight Indulgence	Signes
Sandpiper	Shoes, Etc.
University Shop	

A decal in this category will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is intended for the employees transportation to and from work.

5.14.6.2 Number Authorized.

Limited to one decal. If a replacement is needed, the old decal (or pieces) must be turned in at the Security Administrative Office. This decal cannot be placed on a "commercial type" vehicle, (i.e. vehicles with logos, or more than 4 wheels, etc.)

5.14.6.3 Verification.

Verification will be accomplished by the Administrative Office Staff.

5.14.6.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for the decal must be countersigned by the Sea Pines Merchant, indicating if the employee is required to work on Sundays (so a strip may be issued if needed).

5.14.6.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been complied with.

5.15 MOPED Decals

Specific instructions regarding the issuance of permits for the operation of MOPEDS within Sea Pines Plantation are contained in Section VII of this manual. General instructions for the issuance of decals are listed below:

5.15.1 Eligibility.

Decals will be issued only to Sea Pines Plantation property owners and a number of employees equal to those currently having MOPED licenses.

5.15.2 Number Authorized.

Limited to a total of 150 MOPEDS within the Plantation at any one time.

5.15.3 Verification.

Verification of eligibility will be the responsibility of the Administrative Office Staff. A physical inspection of the MOPED will be made by an authorized Sea Pines Security Officer to determine the brake horse power and condition of the vehicle for safe operation within the Plantation and to insure that it complies with the provisions of Section VII of this manual.

5.15.4 Documents Required.

To receive a decal, proof of ownership by a person eligible as provided for in paragraph 5.13.1 above may be required.

5.15.5 How Issued.

The decal must be issued in person in order that the physical inspection of the MOPED may be accomplished.

5.15.6 Expiration.

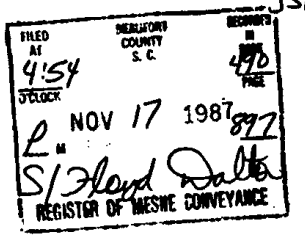
These decals will expire annually, on the last day of November.

5.15.7 Charge.

There is no charge for these decals.

J.S & P/J P S

JSP



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STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO DECLARATION OF
) COVENANTS AND RESTRICTIONS OF
COUNTY OF BEAUFORT) SEA PINES PLANTATION COMPANY

THIS DECLARATION, made as of the 21st day of December, 1987, by Hilton Head Liquidation Corp., formerly known as Sea Pines Plantation Company, a South Carolina corporation (hereinafter referred to as the "Company".)

WHEREAS, the Declaration of Covenants and Restrictions of Sea Pines Plantation Company dated September 7, 1974 was recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 on October 7, 1974 (hereinafter referred to as the "Covenants"); and

WHEREAS, Article I (j) provides for a Referendum wherein Participating Property Owners, as defined in the Covenants, may vote by mail ballots on certain actions and in the event seventy-five (75%) percent of the votes actually returned to the Company or other properly appointed authority within the specified time shall be in favor of such action, the action voted upon will be deemed to have been authorized by the Participating Property Owners and will become effective as an amendment to the Covenants if approved by the Company; and

WHEREAS, a Referendum was called by the Company in accordance with a Notice of Referendum dated November 18, 1987; and

WHEREAS, the Notice described the within Amendment; and

WHEREAS, the within Amendment was approved by eighty (80%) percent of the Participating Property Owners as certified to by Henderson & Associates, P.A., Certified Public Accountants; and

WHEREAS, in accordance with the approval of the Participating Property Owners resulting from the Referendum, the Company now desires to approve the within Amendment to the Covenants as hereinafter provided.

NOW, THEREFORE, Hilton Head Liquidation Corp. does hereby amend and restate the Covenants as follows:

1. That the above "WHEREAS" clauses are hereby incorporated in this Amendment as if restated.

2. The Preamble and Paragraph A of Article III of the Covenants is hereby amended and restated as follows:

"Community Fund". In order to provide a community fund to maintain and improve the Properties, provide a fund for pest and insect control, and generally provide a fund for those services important to the maintenance and preservation of an attractive community, and to further maintain the general safety of Sea Pines Plantation, each Participating Property Owner shall pay, beginning with the calendar year 1987, an annual assessment as delineated herein in Paragraph A. All funds collected pursuant to the following annual assessment provisions shall be the property of that certain Irrevocable Trust Agreement dated August 1, 1976.

A. Properties Not Owned by the Company

1. Residential Lots: $275.00 per lot for the calendar year 1988; $315.00 per lot for the calendar year 1989 and thereafter. The Property shall be classified for the purposes of these Covenants and these annual assessments as a Residential Lot when it is platted as a Residential Lot and such plat is recorded in the Office of the Clerk of Courts for Beaufort County, South Carolina.

2. Family Dwelling Unit: $450.00 per unit for the calendar year 1988; $525.00 per unit for the calendar year 1989 and thereafter. For purposes of these Covenants and these annual assessments, any Participating Property Owner who has constructed a Family Dwelling Unit on two or more contiguous Residential Lots shall be assessed only the assessment for a Family Dwelling Unit. The Property shall be classified for purposes of these Covenants and these annual assessments as a Family Dwelling Unit from the date a Certificate of Occupancy is issued by the Town of Hilton Head Island.

The amount of the annual assessment beginning with January 1, 1990, will be increased by an amount equal to the increase, if any, in the cost of living for the preceding year based upon the Consumer Price Index (CPI) All Items - All Groups (1967 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor. If publication of this Consumer Price Index shall be discontinued, the Company may adopt comparable statistics on the cost of living increase computation as they shall be computed and published by an agency of the United States or by a responsible financial publication or periodical of recognized authority.

3. Except as previously modified or supplemented all of the provisions of the Covenants are hereby restated and reaffirmed by the Company.

IN WITNESS WHEREOF, Hilton Head Liquidation Corp., by its duly authorized officers, has caused this instrument to be executed and its corporate seal to be hereto affixed, as of the day and year first above written.

WITNESSES:

HILTON HEAD LIQUIDATION CORP.

By: John F. Curry
John F. Curry, Trustee

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Dean S. Haskell, who, on oath, says that (s)he saw the within named Hilton Head Liquidation Corp. by John F. Curry, its Trustee, sign the within document, and that (s)he with Charlotte G. West witnessed the execution thereof.

SWORN TO BEFORE ME
this 26th day of January 1988. Dean S. Haskell (witness)

Charlotte G. West
Notary Public for South Carolina
My Commission Expires: April 24, 1997

Sea Pines Plantation

FILED AT 11:09 O'CLOCK
BEAUFORT COUNTY S. C.
RECORDED IN BOOK 495 PAGE 2140
FEB 08 1988
A
S/Floyd Delk
REGISTER OF MESNE CONVEYANCE

STATE OF SOUTH CAROLINA	)	**DECLARATION OF COVENANTS AND AGREEMENT OF 1988 FOR THE TRANSFER OF PROPERTIES, RESERVED RIGHTS AND OBLIGATIONS OF HILTON HEAD LIQUIDATION CORP. TO COMMUNITY SERVICES ASSOCIATES, INC.**
	)	
COUNTY OF BEAUFORT	)	

THIS DECLARATION OF COVENANTS AND AGREEMENT dated this 8th day of December, 1988, by and between **R. GEOFFREY LEVY** duly appointed and authorized Liquidating Trustee for Hilton Head Liquidation Corp., formerly known as Sea Pines Plantation Company (hereinafter the "Company") in Case No. 86-03871, United States Bankruptcy Court for the District of South Carolina (hereinafter the "Court"), and **COMMUNITY SERVICES ASSOCIATES, INC.**, a non-profit membership corporation, organized under the laws of the State of South Carolina (hereinafter "CSA").

WITNESSETH:

WHEREAS, the Company and its various affiliates and joint ventures, including but not limited to Sea Pines Land Company, Inc. and Lighthouse Beach Company, from time to time have recorded certain declarations, restrictions and covenants (hereinafter the "Existing Covenants") in the course of its development and the sale of that plánned resort\residential community known as Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, as a result of such Existing Covenants and their faithful enforcement by the Company and by the courts of South Carolina, the quality of life of the residents of Sea Pines Plantation and the value of their real property has been significantly enhanced; and

WHEREAS, the Company, its parent and certain of its existing affiliated companies, are presently subject to the jurisdiction of the Court pursuant to Chapter 11 of the Federal Bankruptcy Code; and

WHEREAS, in accordance with that certain Second Amended Joint Plan of Reorganization dated October 13, 1987, which was subsequently approved by Order of the Court, dated October 15,

1987, the Company has agreed to convey certain categories of property within the Sea Pines Plantation referred to therein as "Community Properties" and the Company also desires to convey certain reserved rights of the Company relating to such Community Properties under the Existing Covenants referred to therein as "Declarant's Rights", all as herein more particularly described, to a not-for-profit entity and\or other appropriate successors, all subject to approval of the Court; and

WHEREAS, in accordance with the Second Amended Joint Plan of Reorganization dated October 13, 1987, all Existing Covenants are continued in full force and effect and were not set aside in such Reorganization; and

WHEREAS, Sea Pines Plantation is a planned community with certain facilities, amenities and services for the benefit of all the owners of real property within such community; and

WHEREAS, all the real property within the Sea Pines Plantation which is intended to benefit from this Declaration and Agreement is owned by more than 6,000 individuals, partnerships, corporations and associations and is used or may be used for single-family residences, multi-family dwelling units, vacation rental homes and villas, business and commercial use, recreational facilities, resort facilities, inns, cemeteries, marinas, golf, tennis, institutional and educational facilities, open spaces, and other purposes as permitted under the Existing Covenants and the Master Plan for Sea Pines Plantation; and

WHEREAS, included in the Existing Covenants, a list of which together with the applicable recording data is attached hereto as Exhibit A, are the Sea Pines Land Company, Inc. Covenants of August 20, 1967 (hereinafter the "SPL Covenants"), which reserve to the Company and its successors the control of the roadways of Sea Pines Plantation and the right to control and administer entry policies into Sea Pines Plantation, subject, however, to the rights of the grantees and successors in title of the property conveyed, subject to the SPL Covenants as set forth in Part I (7) of the SPL Covenants, pursuant to a plan of

administration as set forth in the Sea Pines Plantation Property Owner Covenants of 1974 (hereinafter the "1974 Covenants"), and all such rights and covenants as currently incorporated in the Sea Pines Plantation Gate Policy, a copy of which is attached hereto as Exhibit F and incorporated herein; and

WHEREAS, heretofore among the functions and duties provided or performed by the Company in connection with its ownership of Sea Pines Plantation were the management and performance of various property management, maintenance and preservation services which have included landscaping of public areas, insect control and road maintenance; and

WHEREAS, the Company did, in Article III, Section C of the 1974 Covenants, assume the obligation of furnishing community services and the responsibility of collecting and administering the Community Services Assessments and other revenues to be used for performance of community services, including revenues to be used for performance of community services, including revenues from Sea Pines entrance gates, assessments by non-participating property owners under previously recorded deed restrictions, and voluntary property owners payments (hereinafter "Community Service Funds"); and

WHEREAS, the Company has caused the aforesaid assessments from property owners (hereinafter "Community Service Assessments") to be deposited in a trust fund (hereinafter the "Trust Fund") maintained at NCNB (formerly Bankers Trust of South Carolina) in accordance with the Irrevocable Trust Agreement of August 1, 1976, between the Company as Grantor, Joseph B. Fraser, Jr., as individual Trustee, and Bankers Trust of South Carolina, as Co-Trustee (hereinafter the "Irrevocable Trust"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Company's obligation to provide community services is limited to the extent that said services can be accomplished with the Community Service Funds including payments by the Company and its Successors and Assigns of one-half (1/2) of one (1%) percent of its Adjusted Gross Resort Revenues and one

(1⅛) percent of the Adjusted Gross Resort Revenues generated by third party successors as owners pursuant to Article III of the 1974 Covenants and any amendments thereto; and

WHEREAS, the Trust Fund is administered by the Company in conjunction with the budgetary advisory functions of the Sea Pines Plantation Property Owners Advisory Board in accordance with paragraph 10 of the 1974 Covenants and provisions of the 1976 Declaration of Trust; and

WHEREAS, the Company is the record title owner of roadways, bike paths, streets, open spaces, lagoons, ditches, and other properties, real and personal, all as more particularly described in the attached Exhibit C (hereinafter "Community Properties"); and

WHEREAS, the Company is vested with certain residual rights, powers and authority under the Existing Covenants not heretofore assigned to Sea Pines Associates, Inc. and\or its subsidiary, Sea Pines Plantation Company, Inc. (hereinafter collectively "SPPC") and which are assignable at the sole discretion of the Company, subject to the Second Amended Joint Plan of Reorganization; and

WHEREAS, in connection with the reorganization of the Company, the Company has conveyed substantial portions of its real and personal properties to SPPC; and

WHEREAS, in connection with the said conveyance to SPPC, certain Declarant Rights and Easements were also conveyed to SPPC, said conveyed rights and easements more particularly described in the Assignment of Rights and the related Quit Claim Deeds and Easements attached hereto as Exhibit D; and

WHEREAS, the Company, in order to provide continuity of management, protect property rights, preserve and enhance property values and insure the continuation of Sea Pines Plantation as an integrated resort\residential\recreational community and in accordance with this instrument assigns the balance of such functions, including ownership of all real property listed in Exhibit C to a representative organization of property owners formed for the purpose of providing said services

and holding title to Community Properties and Declarant's Rights as provided in the Declaration and Agreement and as permitted under the Existing Covenants; and

WHEREAS, CSA is a not-for-profit corporation formed for the specific eleemosynary purposes as hereinafter described.

NOW, THEREFORE, for and in consideration of the premises, the Company and CSA declare that the Community Properties, the remaining Declarant Rights, and such other rights and easements as are conveyed hereunder shall be held, occupied and used subject to this Declaration and Agreement. The benefits of this Declaration and Agreement and the negative burden of this Declaration and Agreement shall touch and concern and run with the land and rights herein described. The parties further agree as follows:

ARTICLE I

1.0 Company agrees to transfer to CSA and CSA agrees to accept the Community Properties now owned by the Company described in Exhibit C.

ARTICLE II

2.0 Company agrees to assign and transfer to CSA the rights, duties and obligations of the Company as set forth in Existing Covenants, except those exclusively transferred to SPPC in accordance with the Assignment of Rights recorded in Deed Book 490 at Page 897 in the Office of the Registrar of Mesne Conveyances for Beaufort County, South Carolina.

2.1 CSA agrees not to transfer any present or future private road transferred to it by this Declaration and Agreement by the Company to any public body other than that certain portion of Greenwood Drive from Sea Pines Circle to an area in front of the present Sea Pines Security Building site.

2.2 Notwithstanding anything herein to the contrary, the aforesaid conveyance of Declarant's Rights shall be subject to all preexisting conveyance of Declarant's Rights to SPPC to be exercised solely by SPPC, or, at the assignee's election jointly with CSA as may have been conveyed to SPPC under the November 1987 Assignment of Rights attached hereto as Exhibit D.

ARTICLE III

3.0 The Company and CSA acknowledge and agree that the gate policy attached to the Assignment of Rights attached hereto as Exhibit D represents gate entry policy for Sea Pines Plantation in effect as of the date of this Declaration and Agreement. CSA agrees that it shall continue to adhere to and enforce the gate entry policy as attached to the Assignment of Rights from the Company to SPPC attached hereto as Exhibit D unless amended in accordance with the bylaws of CSA and/or this Declaration and Agreement. Notwithstanding anything herein to the contrary, the gate policy as to SPPC shall not be changed pursuant to paragraph 8 of Exhibit D without the consent of SPPC.

ARTICLE IV

4.0 Company and CSA acknowledge that upon execution of this Declaration and Agreement by them, the Company shall convey and CSA shall accept only those properties described in Exhibit C and not those portions of Lighthouse Road and Deer Island Road previously conveyed by Company to SPPC; however, as additional consideration for this

Declaration and Agreement and the transfer by Company, CSA agrees that if, at any time hereafter, SPPC, their successors or assigns, shall convey said property to CSA, then CSA shall accept title to same provided such roads were constructed to minimum acceptable construction standards to which other roads have been constructed, even if said roads have been relocated and\or reconfigured and it shall hold said property subject to the terms and conditions of this Declaration and Agreement.

ARTICLE V

5.0 Community Services Associates, Inc. membership and voting rights in CSA shall be as follows:

5.1 Automatic Memberships. Every owner shall be a member of CSA. For purposes of this Declaration and Agreement, owner shall be defined as follows:

Owner - The owner as shown by the real estate records in the Office of the Clerk of Court for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any residential lands or commercial lands situated within Sea Pines, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, or holder of a security deed, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a

period of one (1) year; nor shall the term owner mean or refer to any lessee or tenant of an owner. In the event that there is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, a long term contract of sale covering any real property within Sea Pines, the owner of such lot or parcel of land shall be the purchaser under the said contract and not the fee simple title holder. A long term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property. Notwithstanding the method or manner of the title vesting ownership, there shall be only one (1) membership and all persons or entities holding title to a parcel of property shall collectively be referred to as owner and\or member; i.e., interval ownership.

5.2 Voting Rights. The association shall have two (2) types of regular voting membership. Members are divided into classes for the purposes of computing voting rights and shall vote as a class for election of Directors.

5.2.1 Class A - Class A members are those owners of single-family lots, single-family dwelling units and multi-family dwelling units. A Class A member shall be entitled to a maximum of one (1) vote for

each single-family lot (i.e., unimproved lot), single-family dwelling unit or multi-family dwelling unit.

5.2.2 Class B - Class B members are those owners other than Class A members, including owners of business land, as described at Exhibit E and commercial properties and parcels held for development who are obligated to contribute Community Service Assessments based on Adjusted Gross Resort Revenues as set forth in Article III, Section B of the 1974 Covenants and any other owner of the aforesaid properties who obligates himself/itself to contribute Community Service Funds in accordance with any subsequent plan for Community Service Assessments adopted by CSA, its successors or assigns.

5.2.3 Each Class B member is entitled to one (1) vote plus one (1) vote for each $500 of assessments over and above the first $500 in Community Service Assessments paid in the prior assessment year into the Trust Fund. In computing the number of votes of a Class B member, the amount of assessments shall be rounded off to the nearest $500. For example, a Class B member who pays $749 in assessments will have one (1) vote;

a Class B member who pays $751 in assessments will have two (2) votes.

5.2.4 Notwithstanding anything herein to the contrary, voting privileges of Class A members and Class B members shall be subject to suspension for nonpayment of Community Service Assessments in accordance with the Bylaws of CSA.

5.3 In the event of multiple owners of any class of property (i.e., fiduciaries, joint tenants, tenants by the entirety, tenants in common, tenants in partnership or in any other manner of joint or common ownership), the vote appertaining thereto shall be exercised as such multiple owners of such lot or dwelling unit themselves determine and advise the secretary or assistant secretary of CSA prior to any annual or special meeting of the members of CSA, or the counting of any vote. In the absence of such advice, the vote appertaining to such class of property shall be suspended in the event that more than one person seeks to exercise it. The principle of this paragraph shall apply to execution of proxies, mail referenda, waivers, consents or objections and for the purposes of ascertaining the presence of a quorum.

5.4 The CSA Board of Directors shall be comprised of two classes, Class A and Class B. Class A shall consist of nine (9) directors elected by Class A members. Class B shall consist of eight (8) directors, four (4) of such

directors to be designated by SPPC or its successors and four (4) of such directors to be elected by owners of commercial property, as hereinafter defined (other than SPPC) in Sea Pines Plantation.

5.5 The original Class A directors (nine (9) directors) shall consist of those persons who are, at the adoption of these Bylaws, members of the board of directors of ASPPPO and their term on the Corporation's Board of Directors shall expire at the same time as their term on the ASPPPO board.

Nomination for election to the Board of Directors for the Class A Nominating Committee shall be made by the Class A Nominating Committee. The Class A Nominating Committee shall consist of a Chairman, who shall be a Class A director (as herein defined) and two or more Class A members. The Class A Nominating Committee shall be appointed by a majority of the Class A directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Class A Nominating Committee shall make as many nominations of Class A members for election of Class A directors as it shall in its discretion determine, but not less than the number of Class A vacancies that are to be filled. Such nominations may be made only from among Class A members.

In addition to the nominees of the Class A Nominating Committee, a Class A member may

submit the name of a candidate if (i) that name is supported by a petition bearing the names of at least fifty (50) Class A members, (ii) petitioner establishes that his/her candidate is ready, willing and able to serve, and (iii) the proposed name reaches the Class A Nominating Committee by October 1 to be included in the ballot for election of Class A directors. If such candidate is submitted, then the names of nominees will appear on the ballot in alphabetical order and the nominees will be identified as to how they were nominated. The ballot shall be mailed to all Class A members between November 1 and December 1 in each year and returned by December 31.

5.6 Prior to nomination and election as below, an Interim Class B Board of Directors, representing those commercial interests other than SPPC or SPA, shall be installed. These four (4) Class B directors, shall endeavor to nominate and elect the initial four (4) Class B directors, and shall do so within six (6) weeks time from their election to such Interim Board. At such time as the four directors have been nominated and elected as such, they shall serve until their successors have been chosen, pursuant to the below and the Bylaws of CSA.

In conjunction with the first annual meeting of the members, nomination for election to the Board of Directors for the Class B directors (other than those Class B directors designated by SPPC) shall be made by the Class B Nominating Committee. The

four (4) SPPC Class B Directors shall be designated by SPPC and notice thereof shall be provided in writing to the Secretary of CSA prior to the annual meeting of members of CSA. The Class B Nominating Committee shall consist of a Chairman, who shall be a Class B director (other than a Class B director designated by SPPC) and two (2) or more Class B members. The Class B Nominating Committee shall be appointed by a majority of the Class B directors (other than those Class B directors designated by SPPC) prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Class B Nominating Committee shall make as many nominations of Class B members for election of Class B directors as it shall in its discretion determine, but not less than the number of Class B vacancies that are to be filled (other than those vacancies to be filed by SPPC). Such nominations may be made only from among Class B members.

In addition to the nominees of the Class B Nominating Committee, a Class B member may submit the name of a candidate if (i) that name is supported by a petition bearing the names of at least three (3) Class B members, (ii) petitioner establishes that his/her candidate is ready, willing, and able to serve, and (iii) the proposed name reaches the Class B Nominating Committee by October 1 to be included in the ballot for election of

Class B directors. If such candidate is submitted, then the names of nominees will appear on the ballot in alphabetical order and the nominees will be identified as to how they were nominated. The ballot shall be mailed to all Class B members between November 1 and December 1 in each year and returned by December 31.

5.7 A member, by virtue of ownership of real properties falling within each class, may vote in each class in accordance with the provisions of this Declaration and Agreement.

5.8 Member's Right to Approve Certain Actions by Mail Referendum. The Board of Directors of CSA may, by resolution adopted by a majority of favorable votes of Class A directors and a majority of favorable votes of Class B directors, initiate a mail referendum in which members of CSA shall collectively have the power to approve or reject: (a) any merger of CSA with another property owner's association serving an adjoining tract; (b) amendments to any provision of this Declaration and Agreement except that no amendment may alter the directors elections or impair any right reserved to the property owners in Sea Pines Plantation or which may create or increase any liability of said property owners or CSA; (c) other fundamental and material actions designated in the CSA bylaws as actions for which mail referendum must be held; and (d) the sale or redesignation of one (1%) percent or more of the Community Properties. In the event of a

tie vote of Class B directors, such matter(s) as are the subject(s) of the tie vote shall be promptly submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association. The decision rendered in such arbitration shall be final and binding upon the Board of Directors. Provided, however, that any merger between CSA and the Association of Sea Pines Plantation Property Owners, Inc. and the Advisory Board and the Irrevocable Trust shall require only a simple majority vote of CSA's Board of Directors.

5.9 Whenever a mail referendum is conducted and unless the CSA bylaws provide otherwise, such referendum shall be deemed to be "Approved" and shall be deemed to be authorized by the members in the event that seventy-five (75%) percent or more of the votes actually returned to CSA within the specified time shall be in favor of such action. The mail referendum described herein shall be pursuant to and in accordance with the 1974 Covenants and anything to the contrary herein notwithstanding, this paragraph shall not alter or amend the 1974 Covenants relating to mail referendum.

5.10 In order to be counted, any mail referendum ballots must be returned to CSA within thirty (30) days of the date the ballot was postmarked as mailed by CSA.

5.11 No mail referendum shall be effective unless a statement of the results thereof, signed by the president and secretary of CSA in their representative capacities, is mailed to

members in the manner provided in this Article, and said statement is recorded in the name of CSA as an assignee of the Company. Said statements shall include the effective date of the action, the date at which a mailing of the mail referendum was made, the total number of votes needed to adopt the action and the total votes cast for and against the action.

5.12 Quorum Required for Any Action Authorized at Regular or Special Meetings of CSA. The first time a meeting of the members of CSA is called to vote on a particular action (other than a mail referendum matter) proposed to be taken by CSA, the presence at the meeting of members or proxies entitled to cast twenty (20%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice, and the required quorum at such meeting shall be the presence of members or proxies entitled to cast fifteen (15%) percent of the total vote of the membership of CSA. If the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice, and the required quorum at such meeting shall be presence of members or proxies entitled to cast ten (10%) percent of the total vote for the membership of CSA. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum

requirements established by this section and any other requirements for such "duly called meeting" which may be established by the bylaws of CSA.

5.14 Proxies. Every member entitled to vote at a meeting of the membership or to express consent or dissent to action without a meeting may authorize another person or persons to act for him by proxy. Every proxy must be signed by the member or his attorney-in-fact and delivered to the secretary at the meeting prior to or during the roll call, or be returned to CSA with the signed consent or dissent to action without a meeting. No proxy shall be valid after the date of the next meeting of the membership or any adjournment thereof. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provided by law.

ARTICLE VI

6.0 This Declaration and Agreement shall run with and bind the land described at Exhibit C and shall inure to the benefit of and be enforceable by CSA and the owners of real property within Sea Pines Plantation whose rights as established hereunder have been breached, their respective legal representatives, heirs, successors and assigns, for a period of twenty-five (25) years from the date this Declaration and Agreement is recorded. Upon the expiration of said twenty-five (25) year period, this Declaration and Agreement shall be automatically renewed and extended for

successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Agreement being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, this Declaration and Agreement can only be modified, changed or terminated in accordance with Section 5.7 of Article V of this Declaration and Agreement. Enforcement of the within Declaration and Agreement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenants or restrictions, either to restrain violation or to recover damages, and against the land; and failure by any participating owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same hereafter.

ARTICLE VII

7.0 All delinquent Community Service Assessments shall earn interest at the legal rate and the delinquent member shall be responsible for all costs of collection, including reasonable attorneys' fees and court costs.

ARTICLE VIII

8.0 CSA agrees to indemnify and hold harmless the former Trustee, John F. Curry, R. Geoffrey Levy, and any successor Trustee, and any and all members of the CSA Board of Directors, past, present and future, personally and

acting on behalf of the Company and the Company from and against any and all liability, damages, claims, cost and expenses, including attorneys' fees, resulting from possible claims, causes of action or potential litigation of any nature whatsoever incurred by the Trustee personally and acting on behalf of the Company and the Company in connection with the within Declaration and Agreement, the Bylaws of CSA, and the resulting transfer of the roads, open spaces and certain rights within Sea Pines Plantation. Provided, however, CSA reserves the right to engage and disengage all attorneys, investigators and other professionals, and to settle, try or compromise any and all actions or matters for which it is requested to provide indemnification pursuant to this item.

IN WITNESS WHEREOF, the parties have executed this Declaration and Agreement as of the day and year first above written.

WITNESSES:

HILTON HEAD LIQUIDATION CORP. formerly known as Sea Pines Plantation Company

By: _____
R. Geoffrey Levy, Liquidating Trustee

COMMUNITY SERVICES ASSOCIATES, INC.

By: _____

Attest: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Marc Punteresi, who, on oath, says that s/he saw the within named **HILTON HEAD LIQUIDATION CORP.** (formerly known as Sea Pines Plantation Company), a South Carolina corporation, by R. Geoffrey Levy, its Liquidating Trustee, sign the within Declaration of Covenants and Agreement, and N/A, its N/A, attest the same, and that s/he with Lynn Davis Jarrell witnessed the execution thereof.

SWORN TO BEFORE ME
this 8th day of December, 1988

Lynn Davis Jarrell
Notary Public for South Carolina
My Commission Expires: 3-14-95

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me J. Timothy Reynolds, who, on oath, says that s/he saw the within named **COMMUNITY SERVICES ASSOCIATES, INC.**, a non-profit membership corporation organized under the laws of the State of South Carolina, by Howard V. Smith sign the within Declaration of Covenants and Agreement and Howard A. Blair, its Vice President, attest the same, and that s/he with Roberts Vaux witnessed the execution thereof.

J. Timothy Reynolds

SWORN TO BEFORE ME
this 8 day of December, 1988

Robin Vaux
Notary Public for South Carolina
My Commission Expires: 7/29/92

EXHIBIT A

List of Existing Covenants and recording data:

Sea Pines Land Company, Inc., Covenants of August 20, 1967

Sea Pines Plantation Property Owners Covenants of 1974

EXHIBIT B

Irrevocable Trust Agreement of August 1, 1976 between Sea Pines Plantation Company, Joseph B. Fraser, Jr., as individual Trustee, and Bankers Trust of South Carolina, as Co-Trustee.

EXHIBIT C

Real Property Listing (Community Properties)
Sea Pines Plantation Gate Policy

EXHIBIT D

Assignment of Rights
Quit Claim Deeds
Easements

EXHIBIT E

Description of the business lands and commercial properties as designated in the 1974 Covenants

EXHIBIT F

Sea Pines Plantation Gate Policy

EXHIBIT A

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Description of the business lands and commercial properties as designated in the 1974 Covenants

EXHIBIT F

Sea Pines Plantation Gate Policy

EXHIBIT B

Irrevocable Trust Agreement

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

STATE OF SOUTH CAROLINA)
) IRREVOCABLE TRUST AGREEMENT
COUNTY OF BEAUFORT)

TRUST AGREEMENT, made August 1, 1976, between SEA PINES PLANTATION COMPANY, a South Carolina Corporation, hereinafter called the "Grantor," and JOSEPH B. FRASER, Jr., hereinafter called the "Individual Trustee" and BANKERS TRUST OF SOUTH CAROLINA, a South Carolina Banking Corporation, having its principal place of business in Columbia, South Carolina, hereinafter called the "Corporate Trustee," said Individual and Corporate Trustees being hereinafter collectively called the "Trustees."

WHEREAS, the Grantor entered into Agreements dated June 17, 1974, with certain owners of property located within Sea Pines Plantation and implemented such Agreements by executing a document entitled "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.," on September 7, 1974, and thereafter recorded same in Deed Book 224 at Page 1036 and following; and

WHEREAS, said Agreements and Declaration provide for the establishment of a Community Fund for those services, hereinafter more particularly described in paragraph (1) hereof and referred to herein as Community Services, important to the maintenance and preservation of an attractive community and to maintain the general safety of Sea Pines Plantation; and

WHEREAS, Participating Property Owners referred to in said Declaration and Sea Pines Plantation Company and the heirs, successors and assigns of each, respectively, are annually assessed to maintain such Fund in a manner delineated therein, and others, not Participating Property Owners, are also annually assessed for such purpose in the manner delineated in their respective agreements related thereto, hereinafter called "Non-Participants;" and

WHEREAS, Grantor currently maintains the real property described therein and the assets of the Community Fund for the mutual benefit of Grantor, Participating Property Owners and Non-Participants; and

WHEREAS, the Grantor wishes to assign and convey to the Trustees the cash and securities presently in the Community Fund plus anticipated future Community Services assessments for the term of this Trust;

NOW, THEREFORE, the Grantor hereby assigns to the Trustees herein named the property described in Schedule A attached hereto and made a part hereof, (which Schedule includes no land, buildings or real estate), together with all sums owed and all amounts to be paid to the Community Fund or to the Grantor for the purpose of funding the Community Fund for a twenty-five (25) year period commencing September 7, 1974, under the Declaration of Covenants and Restrictions referenced above, plus the full period of renewal or renewal thereof, for the purposes and on the conditions hereinafter stated:

(1) On or before October 1 of each year, the Grantor shall submit to the Property Owners Advisory Board (referred to in said Agreements dated June 17, 1974, and in said Declaration of Covenants and Restrictions) and to the Trustees a General Community Fund Budget for the following calendar year showing month by month the amount of anticipated expenditures for Community Services of

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

the same nature as, and covering areas similar to, those theretofore rendered as shown in the monthly reports of Sea Pines Community Service Operations theretofore furnished to said Advisory Board, plus such other Community Services as are mutually agreeable to the Grantor and a majority of said Advisory Board. Between October 1 and December 31 of each such year said Budget may be revised and resubmitted from time to time, but by December 31 shall be submitted in final form.

Said General Community Fund Budget shall be based on the Community Fund's estimated annual receipts for the calendar year covered by said Budget and in the aggregate shall not provide for expenditures in excess of eighty-five (85%) per cent (or such other percentage as is mutually agreeable to the Grantor and a majority of said Advisory Board) of said estimated receipts. Within such overall limitations, said monthly budgeted expenditures may be adjusted upward or downward from time to time by the Grantor as circumstances may require by advising the Trustees and said Advisory Board thereof.

The balance of said estimated receipts, plus any actual receipts during such calendar year in excess thereof, may be used for Community Services as directed by a majority of said Advisory Board.

(2) The Corporate Trustee shall receive, hold and administer the trust property as described in Schedule "A" hereof, and annual additions thereto by way of Grantor's, Participating Property Owners' and Non-Participants' assessments and otherwise and after charging a proper Corporate Trustee's fee as hereinafter provided shall within the limitations above prescribed, on or about the last day of each month, transfer to the account of the Grantor a sum equal to the amount budgeted as aforesaid for expenditures for Community Services during the following month, adjusted upward in the amount requested by the Grantor not exceeding the difference, if any, between the total expenditures budgeted and the total amount of transfers to the Grantor's account, computed in each instance for the period from the beginning of the current calendar year to and including the preceding month.

(3) In making such transfers, the Corporate Trustee may conclusively rely on a letter or other form of written resolution cosigned by a designated officer of the Grantor and any two (2) members of the Property Owners Advisory Board that such payments are for the purposes and within the limitations heretofore prescribed for such payments. In the event of disagreement, Grantor, the Trustees and the Property Owners Advisory Board shall submit the issue to binding arbitration under the rules of the American Arbitration Association, and the arbitrators shall be required to rule within twenty (20) days thereof.

(4) Upon the expiration of this Trust Agreement, plus any renewal period thereof, this Trust shall terminate, and the net proceeds thereof shall be utilized to satisfy the duties and responsibilities of the Grantor, its successors and assigns, under the Agreements dated June 17, 1974, and the Declaration of Covenants and Restrictions referenced herein.

(5) This Trust is irrevocable.*

*but it may be modified from time to time in accordance with requirements of the United States Internal Revenue Code and other Federal and State legislation which would effect the character of taxation applied to this trust.

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(6) In the management, care and disposition of the Trust assets, the Trustees, and their successors in office shall have all powers granted by the laws of the State of South Carolina, as well as the power to execute such instruments as they may deem necessary or proper, including, but not limited to, the following powers, all of which may be exercised without order of or report to any court:

(a) The Trustees shall hold, manage, care for and protect the trust property and collect the income therefrom all in accordance with the Trustees' best judgment and discretion. The Corporate Trustee may cause any securities or other property, real or personal, to be held or registered in the name of the Corporate Trustee, or in the name of a nominee, or in such other form as the Corporate Trustee deems best, without disclosing the trust relationship.

(b) Notwithstanding anything to the contrary contained herein, only the Corporate Trustee is authorized to invest and reinvest the trust assets and only in U. S. Government bonds and other federally guaranteed bills, notes and securities, and shall account monthly to the Grantor and the Property Owners Advisory Board.

(c) The Corporate Trustee shall receive as compensation for its services hereunder such amounts as shall become due from time to time in accordance with the schedule as set out in a letter from the Corporate Trustee to the Grantor dated March 8, 1976, a copy of which is attached hereto, and any successor Corporate Trustee shall be compensated not in excess of such Trustee's published schedule of fees in effect at the time the services are rendered. The Individual Trustee shall receive no compensation for his services hereunder.

(d) The appointment of Bankers Trust of South Carolina as Corporate Trustee hereunder shall include any bank or trust company with which it may be hereunafter merged or consolidated; and all successor Corporate Trustees shall have all the duties, rights, powers, titles, discretion and immunities herein given to the original Corporate Trustee. In addition, said Advisory Board shall have the right at any time to remove the Corporate Trustee then serving and to designate a successor Corporate Trustee, which shall be a banking institution having assets in excess of Ten Million ($10,000,000.00) Dollars. The Individual Trustee hereunder shall be a person from time to time holding a position of a senior officer of the Grantor who may from time to time be designated by the Grantor to be said Individual Trustee by notice thereof given to the Corporate Trustee and said Advisory Board, such person presently being JOSEPH B. FRASER, Jr. No successor Corporate or Individual Trustee shall be obliged to examine the accounts, records and acts of the previous Corporate or Individual Trustee, nor shall such successor Corporate or Individual Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Corporate or Individual Trustee.

IN WITNESS WHEREOF, The Grantor has caused this instrument to be executed pursuant to a resolution duly adopted by its Board of Directors, and the Trustees have accepted on the date first above written, which instrument shall be binding on the successor and assigns of the Grantor and the Trustees.

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BANKERS TRUST OF SOUTH CAROLINA
SCHEDULE OF FEES AS TRUSTEE FOR
THE SEA PINES PROPERTY OWNER ASSOCIATION

March 8, 1976

ANNUAL FEE

On Principal

$5.00 per thousand on first $250,000
$4.00 per thousand on next $250,000
$3.00 per thousand on all over $500,000

On Income

-No Charge-

Minimum Annual Charge

$500.00

Expenses

In the performance of our services, we shall be entitled to reimbursement for all reasonable out-of-pocket expenses incurred.

In nearly all cases the foregoing will be the actual charges for our services. However, conditions may require the performance of extraordinary services and in such instances an additional appropriate fee will be charged.

Our standard fee includes the furnishing of monthly accountings to the Association. An additional charge of $50.00 per accounting will be made for any accountings requested on a period other than the regular monthly cycle.

Our fees will be charge directly against the income of the account on a quarter annual basis beginning three months from the date of the account inception.

We reserve the right to adjust this fee schedule accordingly subsequent to sixty days written notice to the Property Owners Association.

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SCHEDULE A

The following assets shall constitute the corpus of the Trust dated August 1, 1976, having as Grantor, Sea Pines Plantation Company and as Individual and Corporate Co-Trustees, Joseph P. Fraser, Jr. and Bankers Trust of South Carolina, respectively:

(1)	$132,511.29	Cash
	194,995.00	U.S.T. Bills face amount $200,000.00
	$327,506.29	

representing the balance on August 13, 1976 (the date of funding said Trust) of Community Services Funds in the possession of Bankers Trust of South Carolina;

(2) Accounts receivable for 1975 and 1976 unpaid assessments for Community Services which become due in those calendar years and which on August 31, 1976 (the ending date of the Performance Summary of Sea Pines Community Services Operations for the month of August, 1976) amounted to:

$ 23,981.00	- 1975 assessments
53,974.00	- 1976 assessments
$ 77,955.00	;

(3) All assessments, contributions and payments related to the funding of Community Services which may become due or may be made until expiration of said Trust, plus any renewal period thereof,

(a) under agreements of Participating Property Owners, and under agreements of the Grantor, contained in said Agreements and Declaration referred to in the first preamble of said Trust,

(b) under agreements of Non-Participants referred to in the second preamble to said Trust,

(c) under any other agreements, and

(d) voluntarily; and

(4) Such additional sums as Grantor may identify during term of said Trust as amounts properly allocated for funding of Community Services.

EXHIBIT C

Real Property Description

All those certain pieces, parcels, strips, gores, easements, rights-of-way, open spaces, lagoons, parks and other lands and any and all improvements thereon, if any, located in that certain subdivision known as Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, being the following - described property, to-wit:

(1) All of the paved roads, streets and alleyways and all of the right of ways of said paved roads, streets and alleyways, most of which are more particularly described in the current Sea Pines Master Plan, a copy of which is attached hereto and incorporated herein by reference, and the recorded plats of the subdivisions within said plantation.

(2) All of the Beach Dunes Trust Lands designated as such on any presently - recorded plats, including the following:

Subdivision Name	Plat Book & Page Number
Bald Eagle Road	13 @ 49
Beach Lagoon	26 143
Belted Kingfisher	13 51
Black Duck	14 66
Black Skimmer	12 14
Brown Pelican	16 57
Canvasback	16 20
Cedar Waxwing	13 46
Green Heron Road	11 4
Greenwing Teal	24 89
Grey Widgeon	24 190
Land's End	27 197
Laughing Gull	24 63
Marsh Wren Road	24 187
Oyster Catcher	26 25
Painted Bunting	24 60
Piper Plover	24 88
Ruddy Turnstone	12 97
Sandhill Crane Road	24 188
Seaside Sparrow	24 191
Snowy Egret	12 14
Solitary Sandpiper	19 162
Surf Scooter I	21 95
Surf Scooter II	25 82
Surf Scooter III	13 52
Turtle Lane Club I	26 191
Turtle Lane Club II	28 6

Whistling Swan	18	88
Wood Ibis	26	138
South Beach Villas	18	131
Sound Villas	21	115
Beachside Tennis	28	84
Mallard Road	13	17
Duck Hawk Road	(Deed) 90	194

(3) All of the Conservancy and Open Space which is designated as such on any presently - recorded plats, including the following:

Name	Plat Book & Page Number
Audubon Pond I	26 @ 35
Audubon Pond II	22 195
Bateau Road	22 204
Baynard Creek	22 193
Baynard Cove II	23 2
Baynard Cove IV	23 3
Baynard Oaks I	23 1
Baynard Oaks II	23 61
Baynard Oaks III	23 4
Beach Lagoon	23 62
Club Course I	23 5
Club Course II	23 6
Club Course Dr. & Ln.	22 198
Deer Island	23 63
Deer Run Lane	23 63
Governor's Road I	23 5
Governor's Road II	23 6
Greenwood Dr. & Ct.	23 4
Greenwood For. I. & II.	23 7
Greenwood Gate Villas	22 222
Gull Point	24 79
Harbour Town Marsh	23 65
H.T. Patio Lots	23 68
H.T. Townhouses	23 61
Harleston Green	23 60
Heritage Woods I	22 203
Heritage Woods II	23 66
Heritage Woods III	23 64
Ivy Road	22 200
Lawton Villas	23 62
Lawton Woods	23 65
Live Oak Road	23 7
Magnolia Crescent	23 8
Marsh View Road	23 8
Newhall Road	23 10
Otter Road	22 201
13th Fairway O.S.	23 9
Pine Island	23 9
Plantation Drive	22 197

Plantation Lane	23	66
Planter's Woods	23	67
Marsh View & 4th G.C.	23	68
Red Maple Road	22	199
St. Andrew's Pl.	22	196
Sea Marsh G. C.	23	69
Sea Pines Dr. I	22	190
Sea Pines Dr. II	23	11
South Beach	23	69
Spanish Moss Road	23	67
Stoney Cr.	22	196
Tupelo Road	22	195
Twin Pines Road	22	191
Willow Oak Rd. & Ct.	22	194
Willow Oak Rd. West I	22	192
Willow Oak Rd. West II	23	59
Wren Dr.	22	193
Service Area	23	70

(4) The Gate houses on Greenwood Drive and Sea Pines Drive.

(5) The Sea Pines Security Station and the walks, drives and parking lots immediately adjacent thereto, and all land upon which same sits.

AND ALSO, the road and right-of-way from Sea Pines Circle to the Greenwood Gate House, most of which lies outside of Sea Pines Plantation.

LESS AND EXCEPT all portions of the above-referenced parcels heretofore conveyed to third parties and not now owned by the Company as well as Lot 32, Otter Road, Club Course Subdivision, and SUBJECT TO all interests in the above-referenced parcels heretofore conveyed to third parties, including all rights, easements, and other interests heretofore conveyed by the Trustee to Sea Pines Plantation Company, Inc. by the Assignment of Rights recorded in Deed Book 490 at Page 712, Easements recorded in Deed Book 490 at Pages 755, 760, 766, 771, 784 and 789, and Quitclaim Deeds recorded in Deed Book 490, Pages 599 and 603, Beaufort County, South Carolina R.M.C.'s Office.

In accordance with Sections 48-39-270 through 48-39-360, Code of Laws of South Carolina 1976, as amended, the Property described in this Deed has been determined to be located in close proximity to the Atlantic Ocean and possibly seaward of the setback lines as defined in said Sections. South Carolina law strictly regulates whether or not existing structures and other improvements in this area can be modified and/or reconstructed in the event of the loss by fire or other natural causes, whether any new structures or other improvements are allowed to be constructed in this area, and if allowable, the size and location of any such new structures or other improvements. The location of set back lines is determined by scientific methodology and extends landward from a predetermined baseline a distance equal to the product obtained by multiplying the average annual erosion rate by 40. Additionally, the elevation of any

allowed classification of the Property under the Federal Emergency Act. It is recommended that the Grantee of this Property consult legal counsel prior to making or modifying any improvements on any Property seaward of setback lines within the State of South Carolina.

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EXHIBIT C

GATE POLICY

GATE POLICY

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SECTION IV

POLICY FOR ISSUANCE OF GATE PASSES

4.01 Visitor Passes (Non-Commercial)

4.01.1 No Charge.

Visitor Passes can be authorized for the following individuals and their guests at no charge:

- Sea Pines Property Owners
- Long Term Renters in Sea Pines
- Employees of the Company (herein defined in Section 4.01.1.6), or other businesses operating commercial lands within Sea Pines Plantation who contribute to the Community Trust Fund according to the provisions of the 1974 Covenants or according to other provisions as contained herein.
- Clients of and/or Real Estate Agents showing property under special circumstances.
- Clients of participating commercial land owners and businesses (see 4.03.4).

4.01.1.1 Sea Pines Property Owners.

When a Property Owner arrives at the Security Office or Sea Pines Welcome Center desiring a temporary pass (arrived with a rental vehicle, traveling with friends, etc.) they should present a Property Owner's ID with their picture on it for verification. If they have one of the old ID's (without a picture) another form of ID should be required and then the Property Owner listing should be checked. The ID's (with the pictures on them) that are not expired are to be honored when carried by the Property Owner without further ID or checking.

4.01.1.2 Government Officials.

U.S. Government Officials, State of South Carolina Officials, Beaufort County Officials and Town of Hilton Head Officials showing valid identification will be admitted through the Gates without having to return to the Security Office to be cleared. If they do go to the Security Office, on presentation of proper identification as an Official of one of the above agencies, they will be issued a daily Gate Pass. Vehicles having an official seal of any of the above agencies as well as vehicles with the following special decals, (1) Utility Company, (2) Hilton Head Holdings and (3) Town of Hilton Head, will be admitted through the Gates without the need for a daily pass.

4.01.1.3 Marriott Ownership Resorts, Inc. (herienafter called "MORI").

MORI is defined as the Time Share units at Monarch, Swallowtail, Spicebush and some units in the following:

Ketch Court	Plantation Club Villas
Twin Oaks	Port Villas
Racquet Club	Night Heron

MORI will periodically draw passes from the Sea Pines Welcome Center based on their anticipated needs. The owner of the Time Share will receive a pass at the Marriott Welcome Center Office for the length of their stay in the Plantation. (MORI Owners DO NOT receive Sea Pines Property Owner Decals). The passes will be stamped "MARRIOTT GUEST".

Short Term Rentals of MORI are those who rent for one or more nights and are given the same pass as an owner since they are placed in a vacant owner unit or an unsold MORI owned unit.

"TOUR PROSPECTS" are those brought in by MORI to take the Sales Tour and are given a $3.00 daily pass already purchased by MORI.

4.01.1.4 Seascape Owners.

Only original owners of Seascape will be issued free passes. They must present an original owner's ID card. They cannot get guest passes for their friends or guests.

4.01.1.5 Harbour Town Merchants Courtesy Pass.

If a guest comes to the gate with one of the Harbour Town Merchants Courtesy Passes, the guest will be turned into the Officer on duty and the person allowed to enter the Plantation during the hours of 9:00 A.M. and 5:00 P.M., Monday thru Friday.

4.01.1.6 Sea Pines Plantation Company, Inc. (the "Company").

Wherever used in this Gate Policy the term "Company" shall mean SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation, its subsidiaries, successors and assigns including Sea Pines Real Estate Companies, Inc. and all related entities.

The Company has the right to cause the issuance, at no charge to the Company, of annual gate passes for all Company Directors, Officers and employees, to include Company consultants, real estate sales agents and contractors other than those serving in a temporary capacity, in which case temporary passes may be issued. The Company further reserves the right to issue annual or temporary passes to a limited number of Public Officials holding either Town, County, State or Federal Office. The above-described passes will be issued by the Sea Pines Security Office upon the request and authorization of designated Company Officials.

The Company has the right to issue or cause to be issued at no charge to the Company, temporary guest passes to the following categories of Company guests or business clients:

a. Company lodging guests.
b. Business clients of the Company.
c. Real Estate clients of the Company.
d. Visiting VIP's and social guests at company sponsored functions.

The above categories of passes will be issued at the Company managed Welcome Center unless otherwise agreed to by the Company and/or its successors. In addition to the above gate pass authority, Paragraphs 4.01.1; 4.01.1.4; 4.01.1.6; and 4.01.1.7 are applicable to the Company and its tenants. In the event of sale of the Company or its major assets, its successors shall have all the rights, privileges and obligations as expressed in this policy, subject to their acceptance and adherence to the terms of funding Community Services, stated in Article III, Paragraph B of the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated September 7, 1974.

4.01.1.7 Company Real Estate Clients.

All requests must come from Company Sales Agents and given to the Welcome Center Real Estate Receptionist.

The passes are good for one day only if picked up before 2:00 P.M. After that, the pass will be issued for two days (the current and the following day).

The receptionist will log the agent and client's name for follow-up by the Broker-in-Charge.

This temporary pass is for Company prospects only. Each agent is urged to tour with the prospect personally.

4.02 General Information for Temporary Passes.

4.02.1 Who Can Arrange for Passes.

Passes can be arranged for guests either in person at the Sea Pines Welcome Center or by telephone (785-8004) by Sea Pines Property Owners, Long Term Renters in Sea Pines, MORI Time Share Owners and by Company and its employees. Passes are to be issued for a period not to exceed two (2) weeks.

4.02.2 Renewal of Passes.

When passes are issued at the Welcome Center, if they are subject to

renewal, it will be indicated on the reverse side with a large "R" and the issuing employee's initial.

4.02.3 Issuing of Passes at the Security Office.

Passes may be issued by the Security Office to Sea Pines Property Owners only, while they are traveling in rented/borrowed vehicles or they do not have proper documentation for the issuance of Property Owner Decals. Other passes as may be authorized by the Director.

4.02.4 Colors for Temporary Passes.

The following color for temporary passes will be used for the month indicated unless otherwise instructed by the Director. The color will be issued as indicated starting the FIRST of every month.

January/July .....RED
February/August .....GREEN
March/September .....YELLOW
April/October .....ORANGE
May/November .....BEIGE
June/December .....BLUE

4.03 Daily Commercial Passes.

Basically are issued to anyone not covered in the above instructions.

4.03.1 $3.00 Daily Pass.

Is the charge for four (4) wheel vehicles used by:

All construction workers not working for Sea Pines Company itself.
Contractors and Island Resident Guests.
Tennis or Golf patrons.
Charter Boat patrons.
Retail or Restaurant Customers and visitors or tourists not otherwise provided for herein.

4.03.2 $15.00 Daily Pass.

Is the charge for commercial vehicles with more than four (4) wheels, excluding buses. (see below)

4.03.3 Special Temporary Pass for Contractors.

A pass will be issued to contractors who have purchased the proper commercial decal but due to an accident, breakdown, etc. do not have that vehicle available for a limited time (not to exceed seven days). The Gate Officers will admit them for the period shown on the pass. All passes will be dated and signed by Security Office personnel.

4.04 $25.00 Bus Passes.

All buses that do not have a permanent Commercial Decal are charged $25.00 for a daily pass. Buses are required to use the Greenwood Gate for entry except for those groups sponsored by the Hilton Head Inn/Sea Scape Guest Convention Services and cleared by proper authority, who may use the Ocean Gate.

4.04.1 Special Information

Bus Drivers and/or Tour Guides will be given the following information (as a printed handout by the duty Dispatcher) together with their daily pass:

"Welcome to Sea Pines Plantation:

There are a few rules we ask you and your group to follow while visiting us:

A. You are authorized to discharge/pickup your passengers at the Sea Pines Center, Harbour Town or South Beach Marina Conference Center only.

After discharging your passengers, you are to exit the plantation via the Greenwood Gate and park outside the Plantation until time to pickup your passengers.

B. Use the Greenwood Gate only, proceed on Greenwood Drive to Greenwood Circle. If you are going to either the Sea Pines Center or Harbour Town, take the first exit (Lighthouse Rd). If you are going to South Beach Marina, take the second exit (Greenwood Drive), proceed to South Sea Pines Drive, then on to South Beach Marina.

C. There are no tours of the Plantation allowed, remain on the above roads as directed.

D. Do not park along roadsides, Beach walkways or in residential areas.

E. Camping and picnics are prohibited.

F. This pass is not valid for swimming pools, playgrounds, fishing or Beach Club facilities.

G. It is a violation of FEDERAL LAW to feed or otherwise disturb alligators.

4.05 Bicyclist Passes.

The bicycle paths located within Sea Pines Plantation were constructed with "private" moneys and as such are for the enjoyment of Sea Pines Property Owners, their dependents and guests (of property Owners and/or rental agencies) while residing within Sea Pines Plantation. "Outside" bicycles are not allowed entry.

4.05.1 Sea Pines Owners/Dependents and Guests While Residing in Plantation.

A bicyclist, upon departing from the Plantation, will receive a temporary pass from the Gate Officer which will allow them to re-enter the Plantation with their bicycle. This pass is ONLY for property owners, their dependents and guests (of property owners and/or rental agencies) while temporarily residing within Sea Pines Plantation.

4.06 Entry for Special Sports Events.

Free guest entry into Sea Pines will be granted upon authcrization by Company to all ticket holders, authorized guests, participants, sponsors, volunteers and equipment or service suppliers for major annual sports events such as the MCI Heritage Golf Classic; the Family Circle Tennis Tournament; the International Seniors Golf Tournament and to a limited number of other sports events sponsored by the Company or its successor.

4.07 Entry for Scheduled, Civic, Cultural, Religious or Educational Meetings or Events.

Free guest passes will be issued upon a list of names delivered to the Security Office forty-eight (48) hours in advance along with the name and description of the event and its purpose submitted by the Sponsoring Property Owner.

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SECTION V

POLICY FOR ISSUANCE OF DECALS

5.01 General Information

The issuance of decals will be under the control of the Company Administrative Office and will be governed by the following policies:

5.01.1 Definition of 'Commercial' Type Vehicle

For the purposes of this manual and for the issuance of decals, the following are defined as 'Commercial' vehicles and will be issued "Commercial Decals":

a. All flat-bed/stake body trucks.
b. All trucks with a load capacity of more than 1½ tons.
c. All vehicles with permanent lettering/logos on them.
d. All vehicles utilized in providing a delivery service of supplies or equipment to property owners, long term residents, commercial establishments, etc.
e. All vehicles utilized in providing a service to property owners, long term residents, commercial establishments, etc. within Sea Pines Plantation for a livelihood/profit.
f. All vehicles utilized in providing transportation, tours, and sight-seeing services. (See paragraph 5.07.1)
g. All vehicles with work accessories attached or fastened thereto i.e., ladders, pipe racks, tool boxes, etc.
h. In the event of a vehicle not specifically falling within the categories, the Director of Sea Pines Security or an authorized Sea Pines Security Officer will make the final determination as to whether or not the vehicle should be classified as a "Commercial" type.

5.01.2 Definition of Recreational (RV) Vehicle

For the purposes of this manual, a vehicle that is either towed or self propelled, designed with living and sleeping facilities, and/or equipped with water/sewage/electrical hookups, considered to be a self-contained unit, is deemed to be a Recreational Vehicle and as such is not entitled to receive a decal.

A recreational Vehicle may be authorized entry into the Plantation for a maximum of four (4) hours for the purposes of loading and unloading only.

Some vans have large, picture type, side windows and are "fancied up" on the inside and may be classified as an RV for the purchase of a state vehicle licenses, however, as long as they do not project an image of a living and sleeping facility, they will not be treated as

an RV.

5.01.3 Vehicles Not Authorized to Park Overnight in the Plantation

a. Commercial vehicles (see paragraph 5.01.1 above)
b. Recreational (RV) vehicles (see paragraph 5.01.2 above)
c. Dune Buggies (Not allowed entry at any time)
d. Motorcycles (Not allowed entry at any time)
e. Trailers of any kind, except by special permission when they are allowed to remain overnight on an unimproved lot while construction is being completed on that lot.
f. Boats of any kind, unless they can be placed within a closed garage.
g. Campers of any kind.

For a user fee, these vehicles (except boats) may be parked in an area Sea Pines Security has provided for the storage of these vehicles.

5.02 Property Owner Decals

5.02.1 Eligibility

Limited to Property Owners only.

Property owner decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.02.2 Number Authorized

No limit to number of decals issued, subject to the vehicles being registered in the name of the Property Owner/Spouse. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.02.3 Verification

Verification of property ownership will be done by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, Property Records (ext 454) will be called and verification requested from that office. If verification still cannot be accomplished, the property owner will be requested to furnish copies of the Closing Statement, Partnership Agreements, Deeds, etc. Decals will not issued until verification of property ownership is completed.

5.02.4 Documents required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered to the property

owner and/or spouse. If it is a company owned vehicle, it must be verified that the vehicle is for the private full time use of the property owner and not a 'Company Pool' vehicle.

5.02.5 How issued

The decal may be issued in person or by mail provided the above procedures have been completed.

5.02.6 Expiration

These decals will expire when determined by the Sea Pines Company in coordination with the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years)

5.02.7 Charge

There is no charge to the Property Owner for their decal or replacement.

5.03 Dependent Decals

5.03.1 Eligibility

Must be a dependent child or step-child, unmarried, 21 years old or less (23 if still in college) of a Property Owner, living full time with parents, and other family members living in household full time.

Dependent decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.03.2 Number Authorized

No limit to number issued , subject to vehicles being registered in the name of the dependent. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.03.3 Verification

Verification of dependency will be done by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, the Property Owner will be contacted and requested to apply for their child and other family members.

5.03.4 Documents required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the dependent child. The application for a decal must be counter-signed by the parent (Property Owner).

5.03.5 How Issued

The decal may be issued in person or by mail provided the above procedures have been completed.

5.03.6 Expiration

These decals will expire annually, on the last day of November.

5.03.7 Charge

There is no charge to the dependent for their decal or replacements.

5.04 Relative Decals

5.04.1 Eligibility

Limited to immediate family members of a Property Owner. "Immediate family member" is defined as the mother, father, sister, or brother of a Property Owner. Also included as an "immediate family member" are the children of Property Owners in any or all of the following categories:

1. Married
2. Over the age of
3. Not living full time with parents

Relative decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.04.2 Number Authorized

Two (2) decals may be issued for the family of each relative. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.04.3 Verification

Verification will be accomplished by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, the Property Owner will be contacted and requested to apply for their relative.

5.04.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the relative applying. The application must be counter-signed by the Property

Owner.

5.04.5 How Issued

The decals must be applied for in person at the administrative office by the Property Owner.

5.04.6 Expiration

These decals will expire annually, on the last day of November.

5.04.7 Charge

There is a $3.00 charge for each decal issued. A replacement charge of $1.00 will be collected together with the old decal (or pieces).

5.05 Company Employees

5.05.1 Full Time Employees

5.05.1.1 Eligibility

Must be an employee of Company.

Employee decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use with the Plantation, it is for the employee's transportation to and from work.

5.05.1.2 Number Authorized

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.05.1.3 Verification

Verification of employment will be accomplished by the Administrative Office Staff, either by viewing an Employee's ID, or checking the printout of all employees. If verification cannot be accomplished by the above, the Human Resources Office (ext 372) will be contacted.

5.05.1.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be counter-signed by the employee's supervisor or the Director, Human Resources Office (or authorized staff member, Human

Resources Office).

5.05.1.5 How Issued

Each new employee may be issued one decal by the Director, Human Resources Office (or authorized staff member) at the time of employment. Once completed, copies of the application will be forwarded to the Security Administrative Office.

All other employee decals (additions, renewals, deletions, changes, replacements, etc.) will be issued by the Security Administrative Office staff. During the annual renewal period, separate instructions will be published to all departments.

5.05.1.6 Expiration

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decals must be scraped and returned to the Human Resources Office before the employee can be cleared. The Human Resources Office will notify the Security Administrative Office of the termination in order that the records can be adjusted.

5.05.1.7 Charge

There is no charge to the employee for their decal or a replacement.

5.05.2 Summer Seasonal Employees

5.05.2.1 Eligibility

Must be an employee of Company who has been hired as a "Summer Seasonal" employee.

Employee decals will not be issued for 'commercial type vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.05.2.2 Number Authorized

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.05.2.3 Verification

Verification of employment will be accomplished by the Administrative Office Staff, either by viewing an Employee's ID, or checking the printout of all employees. If verification cannot be accomplished by the above, the Human Resources Office (ext 372) will be contacted.

5.05.2.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be counter-signed by the employee's supervisor or the Director, Human Resources Office (or authorized staff member, Human Resources Office).

5.05.2.5 How Issued

Each new 'Summer Seasonal' employee may be issued one decal by the Director, Human Resources Office (or authorized staff member) at the time of employment, the decal will be cut in half to designate it as a 'SUMMER SEASONAL EMPLOYEE' decal. Once completed, copies of the application will be forwarded to the Security Administrative Office.

All other employee decals (additions, renewals, deletions, changes, replacements, etc.) will be issued by the Security Administrative Office staff.

5.05.2.6 Expiration

These decals will expire as of September 15 each year. Upon termination of an employee, the decals must be scraped and returned to the Human Resources Office before the employee can be cleared. The Human Resources Office will notify the Security Administrative Office of the termination in order that records can be adjusted.

5.05.2.7 Charge

There is no charge to the employee for their decal or a replacement.

5.06 Long Term Renter Decal

5.06.1 Eligibility

Limited to Long Term Renters whose names appear on a written Lease Agreement. Also included are those renters at "Harbour House" who do not have a written Lease Agreement and whose names are on file in the Security Administrative Office.

A Long Term Renter is defined as one who has a written Lease Agreement for six (6) months or more at the time they apply for a decal.

Long Term Renter Decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.06.2 Number Authorized

No limit to number of decals issued, subject to the vehicle being registered in the name as shown on the Lease Agreement. If a replacement decal is needed, the old decal (or pieces) must be returned to the Security Administrative Office.

5.06.3 Verification

Verification of a Long Term Renter will be accomplished by the Administrative Office Staff.

5.06.4 Documents Required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered to the Long Term Renter (or spouse) and/or children (living full time with the renter). A copy of the Lease Agreement must be presented. If the vehicle is a company owned vehicle, it must be verified that the vehicle is for the private full time use of the renter and not a 'Company Pool' vehicle.

5.06.5 How Issued

The decal must be applied for in person at the administrative office.

5.06.6 Expiration

These decals will expire annually, on the last day of November.

5.06.7 Charge

There is no charge to the Long Term Renter for their decal or replacement.

5.07 Island Resident Decals

5.07.1 Eligibility

Limited to those individuals who do not live in Sea Pines Plantation, but do live on Hilton Head Island or surrounding area at least six (6) months of the year. New applications must be signed by two (2) Sea Pines Property Owners, with address and phone number.

Local transportation, tour and sight-seeing companies may receive an "Island Resident Decal" vice a "Commercial Decal" upon their application for and the approval of their request by the Director of Security. His decision is final in this determination.

Island Resident Decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation except as provided for in the paragraph above.

5.07.2 Number Authorized

No limit to number of decals issued.

5.07.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.07.4 Documents Required

A completed Decal Application with the required signatures.

5.07.5 How Issued

The decal must be applied for in person at the Administrative Office.

5.07.6 Expiration

These decals will expire annually, on the last day of November.

5.07.7 Charge

There is a charge for these decals which is determined prior to November 1st of each year.

5.08 Island Clergy (Island Resident Decal)

5.08.1 Eligibility

Limited to those individuals who are ministers of an organized church on Hilton Head.

Island Clergy decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation, rather, they are intended to be used by the Clergy to visit with their church members.

5.08.2 Number Authorized

Limited to one (1) decal.

5.08.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.08.4 Documents Required

A completed Decal Application and a valid vehicle registration (or a copy) which must be in either the name of the minister or in the name of the church.

5.08.5 How Issued

The decal must be applied for in person at the Administrative Office.

5.08.6 Expiration

These decals will expire annually, on the last day of November.

5.08.7 Charge

There is no charge for these decals.

5.09 Sea Brook Residents (Former Sea Pines Property Owners)

5.09.1 Property Owner Decals are authorized for those individuals who were former owners in Sea Pines Plantation, but now live in Sea Brook. All other residents of Sea Brook are eligible for 'Island Resident' Decals and will be charged the same as other desiring an Island Resident Decal.

Property Owner Decals for this category will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.09.2 Number Authorized

Limited to two (2) decals. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.09.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.09.4 Documents Required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be in the name of the former property owner (or spouse) and the address on the registration be for Sea Brook.

5.09.5 How Issued

The decal must be issued in person or by mail provided the above procedures have been completed.

5.09.6 Expiration

These decals will expire when determined by the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years.)

5.09.7 Charge

There is no charge to the former owner for their decal or replacement.

5.10 Six Oaks Cemetery Plot Owners

5.10.1 Eligibility

Island Resident Decals are authorized to the Principal Heir of a deceased buried in the Six Oaks Cemetery. (Other family members will be issued a One-day Pass as needed.)

Decals for Six Oaks Cemetery Plot Owners will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.10.2 Number Authorized.

Limited to one (1) decal. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.10.3 Verification.

Verification will be the responsibility of the Administrative Office Staff. (Check with the Asst V.P. of Community Services)

5.10.4 Documents Required.

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered in the name of the owner of the plot(s).

5.10.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been completed.

5.10.6 Expiration.

These decals will expire annually, on the last day of November.

5.10.7 Charge.

There is no charge to the owner of a plot(s) for their decal or replacement.

5.11 Seascape Owners (Original).

5.11.1 Eligibility.

Island Resident Decals are authorized for those individuals who are original owners of Seascape property.

A decal will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.11.2 Number Authorized.

Limited to two (2) decals. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.11.3 Verification.

Verification will be the responsibility of the Administrative Office Staff thru the use of the Property Owner's Computer Printout. This is accomplished by reading the "Account #" which is an eight (8) digit numeric code. (i.e., 7-00000-01; 7-00000-02; 7-00000-03. The portion underlined indicates the number of times the property has been owned, 01 is the first (original) owner).

5.11.4 Documents Required.

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be in the name of the Seascape property owner (or spouse).

5.11.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been completed.

5.11.6 Expiration.

These decals will expire when determined by the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years)

5.11.7 Charge.

There is no charge to the Seascape owner for their decal or replacement.

5.12 Sea Pines Public Service District Employee (Island Resident Decals).

5.12.1 Eligibility.

Must be an employee of Sea Pines Public Service District.

Island Resident decals will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.12.2 Number Authorized.

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.12.3 Verification.

Verification of employment will be accomplished by the Administrative Office Staff, of the Sea Pines Public Service District.

5.12.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be countersigned by the employee's supervisor.

5.12.5 How Issued.

Must be applied for either by the Supervisor or in person at the Administrative Office.

During the annual renewal period, separate instructions will be furnished to the Sea Pines Public Service Administrative Office.

5.12.6 Expiration.

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decals must be scraped and returned to the Security Department Administrative Office.

5.12.7 Charge.

There is no charge to the employee for their decal or a replacement.

5.13 Sea Pines-Forest Beach Fire Department Employees (Island Resident Decals.

5.13.1 Eligibility.

Must be an employee of Sea Pines-Forest Beach Fire Department.

Island Resident decals will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.13.2 Number Authorized.

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.13.3 Verification.

Verification of employment will be accomplished by the Administrative Office Staff, of the Sea Pines Forest-Beach Fire Department.

5.13.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be countersigned by the Chief/Asst. Chief (or their authorized representative) of the Sea Pines-Forest Beach Fire Department.

5.13.5 How Issued.

Must be applied for either by the Supervisor or in person at the Administrative Office.

During the annual renewal period, separate instructions will be

furnished to the Sea Pines-Forest Beach Fire Department.

5.13.6 Expiration.

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decal must be scraped and returned to the Security Department Administrative Office.

5.13.7 Charge.

There is no charge to the employee for their decal or a replacement.

5.14 Commercial Decals.

Commercial decals authorize entry Monday thru Saturday, 7:00 a.m. to 7:00 p.m. Entry is not allowed on Sunday or between the hours of 7:00 p.m. to 7:00 a.m. except as authorized by the the Director of Security. A special "strip" may be authorized in some cases which will allow entry from 7:00 a.m. to 9:30 p.m. and Monday thru Sunday. Other persons wishing to enter the Plantation after these hours, and for business purposes only, must stop at the Security office for clearance.

5.14.1 Definition.

A commercial decal is required by all persons doing business inside Sea Pines Plantation.

5.14.2 Number Authorized.

There is no restriction on the number of commercial decals, except as noted.

5.14.3 Expiration.

Commercial decals will expire annually, on the last day of November.

5.14.4 Charge.

Charges for commercial decals are placed in six (6) general categories:

	ANNUAL CHARGE.
Employees of Sea Pines Property Owners	$ 0.00
Newspaper Delivery Persons	0.00
Employees of Sea Pines Merchants	25.00
Autos, pick-up trucks and similar size vehicles	50.00
Vehicles with six (6) wheels (Dual wheel)	150.00
Vehicles with more than (6) wheels	250.00

The above charges are normally pro-rated (half-price) in June of each year. (Employees of Sea Pines Merchants to the next highest dollar.)

5.14.5 Employees of Sea Pines Property Owners.

5.14.5.1 Eligibility

Limited to those individuals who work for one or more Sea Pines Property Owner a minimum of three days per week. To include but not limited to, maids. Nurses in special cases as approved by the Director.

A decal in this category will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is intended for the employees transportation to and from work.

5.14.5.2 Number Authorized.

Limited to one decal. If a replacement is needed, the old decal (or pieces) must be turned in at the Security Administrative Office. This decal cannot be placed on a "commercial type" vehicle, (i.e. vehicles with logos, or more than 4 wheels, etc.)

5.14.5.3 Verification.

Verification will be accomplished by the Administrative Office Staff.

5.14.5.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for the decal must be countersigned by the Sea Pines Property Owner(s), indicating the number of days per week the applicant works for them and in what capacity.

5.14.5.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been complied with.

5.14.6 Employees of Sea Pines Merchants.

5.14.6.1 Eligibility.

Limited to those individuals who are employees of one of the following:

Baileys
Capin's Pharmacy
Camp Hilton Head
Cafe Europa

C.Q's	Crazy Crab
Dimatech	Demers Gallery
Fashion Court	Gatlin's Fine Food
Grocery Bag	Hales
Harbour Lights	Harbour Town Bike Rental
Harbour Town Grill	Harbour Town Wine & Spirits
Harbour Town Crafts	Harbour Town Antiques
Harbour Town Marina	Harbour Shop
Knickers	Land's End Tavern
Le Petit Bateau	
Marriott Ownership Resorts, Inc. ("MORI")	
Slight Indulgence	Signes
Sandpiper	Shoes, Etc.
University Shop	

A decal in this category will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is intended for the employees transportation to and from work.

5.14.6.2 Number Authorized.

Limited to one decal. If a replacement is needed, the old decal (or pieces) must be turned in at the Security Administrative Office. This decal cannot be placed on a "commercial type" vehicle, (i.e. vehicles with logos, or more than 4 wheels, etc.)

5.14.6.3 Verification.

Verification will be accomplished by the Administrative Office Staff.

5.14.6.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for the decal must be countersigned by the Sea Pines Merchant, indicating if the employee is required to work on Sundays (so a strip may be issued if needed).

5.14.6.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been complied with.

5.15 MOPED Decals

Specific instructions regarding the issuance of permits for the operation of MOPEDS within Sea Pines Plantation are contained in Section VII of this manual. General instructions for the issuance of decals are listed below:

5.15.1 Eligibility.

Decals will be issued only to Sea Pines Plantation property owners and a number of employees equal to those currently having MOPED licenses.

5.15.2 Number Authorized.

Limited to a total of 150 MOPEDS within the Plantation at any one time.

5.15.3 Verification.

Verification of eligibility will be the responsibility of the Administrative Office Staff. A physical inspection of the MOPED will be made by an authorized Sea Pines Security Officer to determine the brake horse power and condition of the vehicle for safe operation within the Plantation and to insure that it complies with the provisions of Section VII of this manual.

5.15.4 Documents Required.

To receive a decal, proof of ownership by a person eligible as provided for in paragraph 5.13.1 above may be required.

5.15.5 How Issued.

The decal must be issued in person in order that the physical inspection of the MOPED may be accomplished.

5.15.6 Expiration.

These decals will expire annually, on the last day of November.

5.15.7 Charge.

There is no charge for these decals.

J, S & P/J P S

EXHIBIT D

Assignment of Rights

1227 J. S & P/J P

903

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS (hereinafter "Assignment"), made this 17th day of November, 1987, by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Assignor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Assignee"),

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Assignor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Assignor agreed to sell certain assets in Sea Pines Plantation (hereinafter "Sea Pines Plantation") consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving

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Gardner-Matthews Plantation Company (Case No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Buyer has assigned all of its rights and interests in and to said Agreement to Assignee herein; and

WHEREAS, pursuant to the Agreement, Assignor must convey to Assignee certain rights, powers and privileges originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Assignor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines

Plantation Property Owners dated February 8, 1984 (hereinafter "Memorandum of Agreement"); and

WHEREAS, the parties acknowledge that said rights, powers and privileges are valuable and ownership, management and control of same is essential to Assignee in order to effectively manage, own and operate the Assets;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby quit claim grant, bargain and assign to Assignee, without any recourse whatsoever, (i) all of its rights as "Company" pursuant to the above-referenced Covenants and Restrictions as hereinafter set forth, and (ii) all other rights Assignor may have necessary and incidental to the proper ownership, management and operation of the Assets, including the following specified rights, powers and privileges:

1. In accordance with the terms of the Agreement, Assignor intends to convey and/or assign to the NFP Entity, the common properties and the responsibility to operate and maintain same and to perform certain community services as referred to in the 74 Covenants. If, at any time hereafter, the NFP Entity, or its assignee or successor, fails (in the reasonable discretion of Assignee) to perform community services as referenced above, in an adequate and timely manner, in all or in any portions of Sea Pines Plantation, then Assignee shall have the right (but not the duty) after fifteen (15) days written notice to and failure to cure or diligently commence to cure such lack of performance within ten (10) days of receipt of such notice on the part of the NFP Entity or its assignee or successor, to perform, correct or otherwise cause the

performance of the particular community service and to credit the actual cost of such performance against any community services assessment or adjusted gross resort revenue contribution as defined in the 74 Covenants and as may be due from Assignee. The transfer of the obligation and responsibility to perform Community Services to the NFP Entity or any other assignment by Assignor shall be subject to rights of Assignee as set forth herein.

2. Those certain rights and privileges reserved to the "Company" by Article II, Section C(1) of the 74 Covenants to make "minor changes" in golf course land and any other land use category as defined in the 74 Covenants with regard to the property to be conveyed by Assignor to Assignee as set forth in the Agreement.

3. All of its "right of repurchase," in regard to all properties within Sea Pines Plantation as more particularly described in any Restrictions and/or Declarations of record in Beaufort County, South Carolina including those certain Declarations, Covenants and/or Restrictions recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 172 at Page 316, Deed Book 260 at Page 1143, Deed Book 209 at Page 1745, and in Deed Book 173 at Page 46; and like Declaration of Covenants of the Sea Pines Plantation Company as Declarant for Class "A" Single Family Residential Areas and Multi-Family Residential Areas within Sea Pines Plantation.

4. All rights reserved unto the "Company" in the Restatement except those granted by Paragraph 3(h) including but not limited to the right to approve the consolidation or subdivision of any lots or other parcels in Sea Pines Plantation. The creation of any density units arising out of the consolidation of lots shall be owned or used at the discretion of Assignee,

subject however, to the provisions of the Sea Pines Master Plan and recorded covenants and any other applicable restrictions or laws or ordinances.

5. In order to provide adequate run-off of surface water consistent with sound golf course management principles, the right (but not the duty) to direct and control the water level of all lagoons and drainage canals within Sea Pines Plantation that affect the golf course drainage and the right to control all Drains, (as defined in Article II, Paragraph 1 of the 74 Covenants), tidal gates, risers, pumps, valves and any and all other drainage control devices or equipment which are essential to raising or lowering water levels affecting drainage of the golf courses. This right to control drainage includes the right (but not the duty) to maintain all lagoons, water courses, ditches, channels, pipes, culverts, trenches, and all equipment or machinery associated with any and all portions of the drainage system within Sea Pines Plantation that affects the golf courses. Any conveyance by the Assignor of any properties in Sea Pines Plantation to the NFP Entity or any other entity or person shall be made subject to the rights set forth herein.

6. The right to connect roads and driveways, rights-of-ways and easements constructed by Assignee or on property owned by Assignee within Sea Pines Plantation with any other roads or rights-of-ways within Sea Pines Plantation (and the right to install curb cuts on such rights-of-ways), and the right to relocate roadways, easements and rights-of-ways to the extent any such relocation shall not affect the rights of other owners of property within Sea Pines Plantation, and the right to make connections with and to all existing utilities and drainage facilities within Sea Pines Plantation.

7. All rights under the Class "A" Covenants and any and all Sea Pines

Plantation restrictive covenants related to the ownership and operation of the golf courses and other recreational amenities being purchased by Assignee.

8. Assignor recognizes and acknowledges the necessity of clearly setting forth the rights of Assignee in and to the roadways, entrance ways and gates of Sea Pines Plantation, to enable Assignee to operate its Assets and to achieve optimum revenues and cash flows and to promote the use of its recreational and resort facilities including golf courses, tennis courts, beach facilities, and lodging facilities, consistent with the purpose, intent and scheme of development as set forth in the 74 Covenants. Assignor has the right to establish and control gate policies and assign same in accordance with the 74 Covenants. In recognition of the rights of Assignor set forth herein, Assignor does agree, with respect to the Assets being acquired by Assignee, to restrict its rights and the rights of any of its successors or assigns to change the gate policy in any manner that would in any way adversely affect Assignee's ability to own and operate its Assets within Sea Pines Plantation that it is acquiring from Assignor. Accordingly, by and through these presents, Assignor does establish and designate that certain gate policy which is attached to this Assignment as Exhibit "A" (hereinafter "Policy") as the existing gate policy currently being adhered to in Sea Pines Plantation. Assignor hereby assigns to Assignee, its successors and assigns, its rights of access through the gates of Sea Pines Plantation and over the roadways within Sea Pines Plantation as set forth in the Policy, and hereby covenants that neither Assignor nor any successor of Assignor to either its rights to control gate policy or as owner of the fee in the roadways and gates within Sea Pines Plantation, will impose or institute any change to the Policy that in any way further restricts Assignee or

Assignee's guests, agents, invitees, employees, contractors, subcontractors, successors, assigns or other persons consistent with the Policy, from entering through the gates of Sea Pines Plantation and traveling over any of the roadways within Sea Pines Plantation to reach, utilize and enjoy any of the Assets, unless such action or change is consented to in writing by Assignee. Examples of actions that would be deemed to be unauthorized restrictions of Assignee's rights to access would include but not be limited the following:

i. The imposition of any higher fees to enter the gates of Sea Pines for Assignees, its successors, assigns, agents, employees, contractors, subcontractors, invitees, or any other authorized personnel of Assignee entering Sea Pines Plantation for use of or service to the Assets.

ii. The re-routing or special routing of traffic attempting to reach the Assets.

iii. Any requirement to obtain any special decals or authority except as set forth in the Policy.

iv. Any limitation on the time that access is allowed beyond that set forth in the Policy.

v. The requirement of any special advance notice to enter the gates beyond those set forth in the Policy.

Contemporaneous with the execution of this Assignment of Rights, Assignor shall grant to Assignee, its successors or assigns, an easement appurtenant to all of its Assets within Sea Pines Plantation consistent with the provisions herein. Any subsequent conveyance by Assignor of any of its rights to control the gate policies for Sea Pines Plantation or any conveyance of Assignor of the roadways and gates of Sea Pines Plantation shall be made subject to this Assignment of Rights, the Policy attached hereto and the easement

granted by Assignor to Assignee as more fully described above and as set out in a separate document entitled "Easement for Access."

9. All of Assignor's rights as Company under the 74 Covenants to call and/or approve a "Referendum" as defined in the 74 Covenants.

10. The non-exclusive assignment of Assignor's rights, if any, to enforce all covenants and restrictions affecting any properties in and outside Sea Pines Plantation, save and excepting any covenants and restrictions affecting subdivisions commonly known as Point Comfort and North or South Forest Beach.

11. All rights Assignor may have to the extent not inconsistent with any covenants, regulations, agreements, laws, ordinances or otherwise to license and maintain real estate and rental offices within the improvements and on any properties being purchased by Assignee.

12. All rights of ownership in the most current Master Plan of Sea Pines Plantation including the right to initiate, seek and/or approve any proposed change in such and the rights to any and all approvals and/or development rights granted by any regulatory authority and the right, in the event of an appeal of a decision of the Sea Pines Architectural Review Board, for Assignee to appoint an arbitrator to hear such appeal, to the extent such right currently exists in Assignor pursuant to the ASPPPO Settlement Agreement.

13. Assignor's non-exclusive right to plant trees, plants and shrubs; to provide and ensure adequate drainage ways, canals or lagoons; to cut fire breaks; to utilize controlled burning to prevent build-up of excessive "ground fuel" and underbrush contributing to severe damage from uncontrolled forest fires, as described in Article II(8)(1) of the 74 Covenants.

14. The non-exclusive right to make minor changes in the boundaries of the various categories of designated areas as defined in and limited by Article II(B)(5) of the 74 Covenants.

15. All rights of reversion and/or other future interests in real property, contract rights, personal property or intangibles which are not disposed of upon the winding-up of the Bankruptcy Estate and the dissolution of Hilton Head Liquidation Corp.

The preamble to this Assignment is incorporated herein by reference.

All references to Assignee are intended to include Assignee, its successors and assigns and Buyer, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

WITNESSES:

Carol P. Garner

Louise R. Lund

ASSIGNOR:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

PINE:RIGHTS1-3:11/15/87bsl
(9th draft)

EXHIBIT D

Quit-Claim Deed

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT-CLAIM DEED

WHEREAS, John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation, and Hilton Head Liquidation Corporation (formerly known as Sea Pines Plantation Company) SEND GREETING:

NOW, KNOW ALL MEN BY THESE PRESENTS, that John F. Curry the said Trustee in Bankruptcy for Hilton Head Holdings Corporation, and Hilton Head Liquidation Corp. (formerly known as Sea Pines Plantation Company) in consideration of the sum of Ten and No/100 Dollars ($10.00) to me in hand paid at and before the sealing and delivery of these presents by Sea Pines Plantation Company, Inc., (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these present do remise, release and forever quit-claimed unto the said Sea Pines Plantation Company, Inc.:

ALL that certain piece, parcel, and tract of land, situate, lying and being in the Harbour Town area of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, generally known and described as the Deer Island Road, said road more particularly shown and described as a twenty foot (20') wide roadway for vehicular and pedestrian ingress and egress on a plat entitled "A Plat of ~~2.215~~ 2.309 Acres, ~~Lighthouse Beach Company~~ Alley JHR, Harbour Town Tract, a Section of Sea Pines Plantation, said Plat dated November 9, 1987, as prepared by Terry G. Hatchell, S.C. R.L.S. #11059, said Plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 32 at Page 68.

For a more specific reference as to metes and bounds, reference is herewith craved to said Plat.

AND ALSO, all that portion of Lighthouse Road, lying north of the intersection of Lighthouse Road and Lighthouse Lane, within the Harbour Town area of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, said area more particularly shown and described on a plat entitled "A Composite Map of Harbour Town, a Section of Sea Pines

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ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

Plantation", said Plat dated July, 1974, as prepared by Jerry L. Richardson, S.C. R.L.S. #4784, with said Plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Plat Book 24 at Page 115.

For a more specific reference as to metes and bounds, reference is herewith craved to said Plat.

TOGETHER with all of Grantor's rights appurtenant thereto including, without limitation, the right to relocate or reconfigure such roads to the extent such right may exist and the right at any future time to convey such roads to a not-for-profit entity for its ownership and maintenance.

The within conveyance is subject to all covenants, restrictions, liens and other encumbrances of record, and subject to all rights of ingress and egress reserved to or serving owners of property within Sea Pines Plantation and provided further that such roads shall continue to be maintained through community services as part of the Sea Pines Plantation road system in accordance with the 1974 Covenants applicable to Sea Pines Plantation.

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Sea Pines Plantation Company, Inc., heirs and assigns, forever so that neither I the said Trustee nor any other person or persons, claiming under me shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

Witness _____ hand and seal this 17th day of December in the year of our Lord one thousand nine hundred and eighty-seven and in the two hundred and twelve year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND PUBLISHED
IN THE PRESENCE OF:

Carl P Pierce

Louise R. Lund

John F. Curry

JOHN F. CURRY, Trustee in Bankruptcy
for Hilton Head Holdings Corporation

[PINE:DEED.2:11/16/87pm]

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

QUIT-CLAIM DEED 603

WHEREAS, John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation, and Hilton Head Liquidation Corporation, f/k/a Sea Pines Plantation Company, SENO GREETING:

NOW, KNOW ALL MEN BY THESE PRESENTS, that John F. Curry the said Trustee in Bankruptcy for Hilton Head Holdings Corporation, and Hilton Head Liquidation Corp., f/k/a Sea Pines Plantation Company, (collectively the "Bankruptcy Estates") in consideration of the sum of Ten and No/100 Dollars ($10.00) to me in hand paid at and before the sealing and delivery of these presents by Sea Pines Plantation Company, Inc., the receipt whereof is hereby acknowledged, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Sea Pines Plantation Company, Inc.:

ALL those certain pieces, parcels, strips and gores of land, (collectively "Parcels") located and lying in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina as follows:

(i) Those Parcels lying between any golf course boundary line and any adjacent or contiguous lot line or villa parcel line and any other parcels that are (not) platted and shown as Conservation Open Space, Trust Land and Beach Walkways, Wetland Conservancy or Rights-of-Ways and Easements on a map of Sea Pines Plantation filed October 9, 1974, with the Association of Sea Pines Property Owners, Inc., and as described in the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc., dated September 7, 1974, and recorded in Deed Book 224 at Page 1036 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina.

(ii) Any Parcels lying and being within the boundaries of Sea Pines Plantation owned by the Grantor at the time of the earlier occurrence of (i) the winding-up of the Bankruptcy Estates and the dissolution of the Grantor(s); or (ii) five (5) years from the date of execution of this deed. All such interest and title shall automatically vest in

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ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

Grantee (without further action of Grantor) upon the earlier happening of the specified events.

(iii) All rights of reversion and/or other future interests of the Grantor in real property wherever situate, owned, held or vested in the Grantor at the earlier occurrence of (i) the winding-up of the Bankruptcy Estates and the dissolution of the Grantor(s); or (ii) five (5) years from the date of execution of this Deed. All such interest and title shall automatically vest in Grantee (without further action of Grantor) upon the earlier happening of the specified events.

TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Sea Pines Plantation Company, Inc., heirs and assigns, forever--so that neither I the said Trustee nor any other person or persons, claiming under me shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

Witness my hand and seal this 17th day of November in the year of our Lord one thousand nine hundred and eighty-seven and in the two hundred and twelfth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND PUBLISHED
IN THE PRESENCE OF:

Carol P. Cramer

Louise R. Lund

Carol P. Cramer

Louise R. Lund

GRANTORS:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy
for Hilton Head Holdings Corporation

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy
for Hilton Head Liquidation Corp.
f/k/a Sea Pines Plantation Company

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me, the undersigned witness, who, on oath, states that s/he saw the within named Louise R. Lund sign seal and its act and deed, deliver the within written Deed; and that s/he with the other witness whose signature appears above, witnessed the execution thereof.

Louise R. Lund

J.S & P/J P S

SWORN TO before me this 17th day of November A.D. 1987

(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/1/93

JSP

FILED AT 4:51 BEAUFORT COUNTY S.C. RECORDED IN BOOK 476 PAGE
NOV 17 1987 603
S/Lloyd Dalton
REGISTER OF MESNE CONVEYANCE

PINE:DEED.1:11-16-87:mjb

RECORDED THIS 23rd DAY
OF November 1987
BOOK 1 PAGE 618
FEES. $
Mary Ann Graybill
AUDITOR, BEAUFORT COUNTY, S. C.

EXHIBIT D

EASEMENTS

STATE OF SOUTH CAROLINA)
)
) EASEMENT OVER GOLF COURSE MAINTENANCE AREAS, ETC.
COUNTY OF BEAUFORT)

THIS GRANT OF EASEMENT, (hereinafter "Easement") made this 17th day of November, 1987 by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Grantor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Grantor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Grantor agreed to sell certain assets in Sea Pines Plantation Company consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising

INITIALS

out of the Chapter 11 bankruptcy proceedings involving Gardner-Matthews Plantation Company (Case No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Grantor has assigned all of its rights and interests in and to said Agreement to Grantee herein; and

WHEREAS, pursuant to the Agreement, Grantor must convey to Grantee certain rights, powers, privileges and easements originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Grantor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register

of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines Plantation Property Owners (hereinafter "ASPPO"), dated February 8, 1984; and

WHEREAS, the parties acknowledge the said rights, powers, privileges and easements are valuable and ownership, management and control of same is essential to Grantee in order to effectively manage, own and operate the Assets; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby quit claim, grant, bargain, assign and transfer, without any recourse whatsoever, unto Grantee, its successors, assigns, subcontractors and licensees, invitees and guests, all of its right and title in and to the following easement or easements which are deemed appurtenant to and for the benefit of properties of Grantee herein otherwise described as the Assets and are to run with the land:

A non-exclusive golf course maintenance easement in and over the "Golf Course Maintenance Area", which easement is more particularly described in Article III, Section 3, of the Class "A" Covenants.

AND ALSO, a non-exclusive easement to use and enjoy open space areas as set out in Article V, Section 10 of said Class "A" Covenants;

AND ALSO, a non-exclusive easement over, across and through all lands within Sea Pines Plantation to plant trees, plants and shrubs; to

provide and ensure adequate drainageways, canals or lagoons; to cut fire breaks; and to utilize control burning to prevent build-up of excessive "ground fuel" and underbrush contributing to severe damage from uncontrolled forest fires as more fully described in Article II(B)(1) of the 74 Covenants.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in anyway incident and pertaining to the easement set forth herein;

TO HAVE AND TO HOLD all and singular said easements unto Grantee, its successors, assigns, subcontractors and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

WITNESSES:

Carol P. Garner

Laurie R. Lund

GRANTOR:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

[PINE:EASEMENT5-6:11/14/87bsl]
(8th draft)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness, who, on oath, says that s/he saw the within named JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Laurie R. Lund

SWORN to before me this 17th

day of November, 1987.

Notary Public for South Carolina
My Commission Expires: 11/4/93

J. S & P/J P S

JSP

FILED AT 4:52 PM/CLOCK — BEAUFORT COUNTY S. C. — RECORDED IN BOOK 490 PAGE
NOV 17 1987 255
s/Floyd Dalton
REGISTER OF MESNE CONVEYANCE

1282

760

STATE OF SOUTH CAROLINA)
) EASEMENT FOR ACCESS
COUNTY OF BEAUFORT)

THIS GRANT OF EASEMENT, (hereinafter "Easement") made this 17th day of November, 1987 by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Grantor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Grantor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Grantor agreed to sell certain assets in Sea Pines Plantation Company consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving Gardner-Matthews

INITIALS

Plantation Company (Case No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Grantor has assigned all of its rights and interests in and to said Agreement to Grantee herein; and

WHEREAS, pursuant to the Agreement, Grantor must convey to Grantee certain rights, powers, privileges and easements originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Grantor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at

Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines Plantation Property Owners (hereinafter "ASPPO"), dated February 8, 1984; and

WHEREAS, the parties acknowledge the said rights, powers, privileges and easements are valuable and ownership, management and control of same is essential to Grantee in order to effectively manage, own and operate the Assets; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby quit claim, grant, bargain, assign and transfer, without any recourse whatsoever, unto Grantee, its successors, assigns, subcontractors and licensees, invitees and guests, the following easement or easements on, over, under and through the properties of Grantor, which easements are appurtenant to and for the benefit of properties of Grantee herein otherwise described as the Assets and are to run with the land:

A perpetual non-exclusive easement of access, ingress and egress over, across, under, and through all existing, proposed and future road-ways and right-of-ways within Sea Pines Plantation and outside of Sea Pines Plantation including, but not being limited to, roadways and right-of-ways owned and/or controlled by Grantor leading into the main entrance ways into Sea Pines Plantation.

AND ALSO, a non-exclusive easement in and to the entrance gates, gate houses and roadways of Sea Pines Plantation as presently located or as

may hereafter be situate consistent with and in furtherance of its rights, powers and priviieges as more fully described in that document entitled "Assignment of Rights" dated the 17th day of November, 1987, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Deed Book 490 at Page 712 which document was executed by Grantor to Grantee herein, pursuant to and in accordance with the existing gate policy referred to therein and attached thereto as Exhibit "A."

AND ALSO, a non-exclusive perpetual easement over, under, on and through those certain properties within Sea Pines Plantation identified as the parking lots at Harbour Town Club House and Harbour Town Golf Links, the Sea Pines Racquet Club parking lot, the Press/Pro-Am parking area, the Harbour Town general parking lot, the parking lot of Sunday Park in Harbour Town, the vacant lot across from the Harbour Town Clubhouse to the extent of Grantor's interest therein, if any, the open spaces along Lawton Stables, open spaces along Greenwood Drive, Lighthouse Road and adjacent to Harbour Town Golf Links and Clubhouse, for the purpose of occasional use in connection with sporting, cultural or other major events such as golf tournaments and tennis tournaments conducted within Sea Pines Plantation.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in anyway incident and pertaining to the easement set forth herein;

TO HAVE AND TO HOLD all and singular said easements unto Grantee, its successors, assigns, subcontractors and licensees, forever.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

WITNESSES:

Louise R. Lund

GRANTOR:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

[PIN::EASEMENT.3-.4:11/14/87bsl]
(8th draft)

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness, who, on oath, says that s/he saw the within named JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Louise R. Lund

SWORN to before me this [illegible]

day of [illegible], 1987.

J. S & P/J P S

JSP

[illegible]
Notary Public for South Carolina
My Commission Expires: 11/4/93

FILED AT 4:52 O'CLOCK P M
BEAUFORT COUNTY S C
RECORDED IN BOOK 490 PAGE
NOV 17 1987
760
S/ Floyd Dalton
REGISTER OF MESNE CONVEYANCE

STATE OF SOUTH CAROLINA)
) EASEMENT FOR UTILITIES
COUNTY OF BEAUFORT)

THIS GRANT OF EASEMENT, (hereinafter "Easement") made this 17th day of November, 1987 by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Grantor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Grantor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Grantor agreed to sell certain assets in Sea Pines Plantation consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving Gardner-Matthews

INITIALS

Plantation Company (Case No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Buyer has assigned all of its rights and interests in and to said Agreement to Grantee herein; and

WHEREAS, pursuant to the Agreement, Grantor must convey to Grantee certain rights, powers, privileges and easements originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Grantor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at

Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines Plantation Property Owners dated February 8, 1984 (hereinafter "Memorandum of Agreement"); and

WHEREAS, the parties acknowledge the said rights, powers, privileges and easements are valuable and ownership, management and control of same is essential to Grantee in order to effectively manage, own and operate the Assets; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby quit claim, grant, bargain, assign and transfer, without any recourse whatsoever, unto Grantee, its successors, assigns, subcontractors and licensees, invitees and guests, all of its right and title in and to the following easement which is deemed appurtenant to and for the benefit of properties of Grantee herein otherwise described as the Assets and to run with the land:

ALL of Grantor's easement rights as set out in Article II, Section b(iv) of the 74 Covenants over, upon, under and through all of the lands known as Sea Pines Plantation and any other lands contemplated by the said 74 Covenants.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in anyway incident and pertaining to the easement set forth herein;

TO HAVE AND TO HOLD all and singular said easements unto Grantee,

its successors, assigns, subcontractors and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

WITNESSES:

Linda L Lewis

Louise R. Lund

GRANTOR:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

[PINE:EASEMENT3-4:11/13/87bsl]
(8th draft)

1292

770

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 JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Laura R. Lund

SWORN to before me this 17th

day of November, 1987.

Notary Public for South Carolina
My Commission Expires: 11-6-93

J.S&P/JPS

JSP

FILED AT 4:52 O'CLOCK BEAUFORT COUNTY S.C. RECORDED IN BOOK 450 PAGE 766
NOV 17 1987
REGISTER OF MESNE CONVEYANCE

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EASEMENT OVER OPEN SPACE
AND COMMON AREAS
(MISCELLANEOUS)

THIS GRANT OF EASEMENT, (hereinafter "Easement") made this 17th day of November, 1987 by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Grantor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Grantor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Grantor agreed to sell certain assets in Sea Pines Plantation consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving Gardner-Matthews Plantation Company (Case

INITIALS

No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Buyer has assigned all of its rights and interests in and to said Agreement to Grantee herein; and

WHEREAS, pursuant to the Agreement, Grantor must convey to Grantee certain rights, powers, privileges and easements originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Grantor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at

Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines Plantation Property Owners dated February 8, 1984 (hereinafter "Memorandum of Agreement"); and

WHEREAS, the parties acknowledge the said rights, powers, privileges and easements are valuable and ownership, management and control of same is essential to Grantee in order to effectively manage, own and operate the Assets; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby quit claim, grant, bargain, assign and transfer, without any recourse whatsoever, unto Grantee, its successors, assigns, subcontractors and licensees, invitees and guests, the following easement or easements on, over, under and through the properties of Grantor, which easements are appurtenant to and for the benefit of properties of Grantee herein otherwise described as the Assets and are to run with the land:

Any Easement owned, held, shared or possessed by Grantor as more fully shown, described or otherwise indicated on those certain plats (hereinafter "Plats") recorded in the records of the Office of Register of Mesne Conveyance for Beaufort County, South Carolina, as shown on Exhibit "A" attached hereto.

All Easements granted and assigned hereunder are for those uses and purposes as designated on the afore-referenced Plats and such other uses

currently being made of such easements by Grantor. The Grantee has the right (but not the duty) to maintain such easements.

AND ALSO, a non-exclusive easement over and across all areas within Sea Pines Plantation identified as Conservation Open Space, Trust Land and Beach Walkways, Wetland Conservation and Rights-of-Way and Easements which are currently being used for golf cart paths, pedestrian easements, bike paths, breezeways, view easements, walkways, golf ball retrieval, access and signage. These easements are for the uses and purposes currently being made of the Easements and the Grantee has the right (but not the duty) to maintain such easement areas.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in anyway incident and pertaining to the easement set forth herein;

TO HAVE AND TO HOLD all and singular said easements unto Grantee, its successors, assigns, subcontractors and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

WITNESSES:

GRANTOR:

By: JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

[PINE:EASEMENT.1-.2:11/14/87bsl]
(7th draft)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness, who, on oath, says that s/he saw the within named JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Louise R Lund

SWORN to before me this 17th

day of November, 1987.

Notary Public for South Carolina
My Commission Expires: 7/4/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EASEMENT FOR DRAINAGE CONTROL

THIS GRANT OF EASEMENT, (hereinafter "Easement") made this 17th day of November, 1987 by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Grantor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Grantor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Grantor agreed to sell certain assets in Sea Pines Plantation consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving Gardner-Matthews Plantation Company (Case

INITIALS

No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871), Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Buyer has assigned all of its rights and interests in and to said Agreement to Grantee herein; and

WHEREAS, pursuant to the Agreement, Grantor must convey to Grantee certain rights, powers, privileges and easements originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Grantor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at

Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement" executed between the Company and the Association of Sea Pines Plantation Property Owners dated February 8, 1984 (hereinafter "Memorandum of Agreement"); and

WHEREAS, the parties acknowledge the said rights, powers, privileges and easements are valuable and ownership, management and control of same is essential to Grantee in order to effectively manage, own and operate the Assets; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby quit claim, grant, bargain, assign and transfer, without any recourse whatsoever, unto Grantee, its successors, assigns, subcontractors and licensees, invitees and guests, the following easement or easements on, over, under and through the properties of Grantor, which easements are appurtenant to and for the benefit of properties of Grantee herein otherwise described as the Assets and are to run with the land:

A perpetual non-exclusive easement on, under, around, through and across all lands within Sea Pines Plantation identified as Conservation Open Space, Trust Land and Beach Walkways, Wetland Conservation Right-of-Ways and Easements, for the purpose of drainage control pursuant to the extent necessary to conduct, perform and implement that certain document entitled "Assignment of Rights" executed by Grantor herein to Grantee herein on the 17th day of November, 1987. The Easement granted herein is for the purpose of

allowing Grantee to perform all activities and exercise all rights as set forth in said Assignment document.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in anyway incident and pertaining to the easement set forth herein;

TO HAVE AND TO HOLD all and singular said easements unto Grantee, its successors, assigns, subcontractors and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

WITNESSES:

Linda P. Lund

Louie R. Lund

GRANTOR:

By: John F. Curry
JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

[PINE:EASEMENT1-2:11/14/87bsl]
(8th draft)

1302

789

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 JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Louise R. Lund

SWORN to before me this 17th
day of November, 1987.

Notary Public for South Carolina
My Commission Expires: 11/4/93

J.S & P/J P S

JSP

FILED AT 4:53 O'CLOCK
BEAUFORT COUNTY S.C.
RECORDED IN BOOK 470 PAGE 789
NOV 17 1987
S/Floyd Dalton
REGISTER OF MESNE CONVEYANCE

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

EASEMENT FOR TRANSPORT OF SPOIL, FILL MATERIAL AND OTHER MATTER

THIS GRANT OF EASEMENT, (hereinafter "Easement") made this 1st day of November, 1987 by and between JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, United States Bankruptcy Court, District of South Carolina, and HILTON HEAD LIQUIDATION CORP. f/k/a SEA PINES PLANTATION COMPANY, debtor in Case Number: 86-03885, United States Bankruptcy Court, District of South Carolina, (hereinafter "Grantor") and SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, on October 22, 1987 Grantor and Sea Pines Associates, Inc., a South Carolina corporation (hereinafter "Buyer") did enter into an agreement entitled "Asset Purchase Agreement" (hereinafter "Agreement") wherein Buyer agreed to purchase and Grantor agreed to sell certain assets in Sea Pines Plantation consisting of real and personal property, tangible and intangible, owned by the Trustee for the above-referenced debtor corporations (hereinafter "Assets") pursuant to and in accordance with Orders of United States District Judge Solomon Blatt, Jr. dated October 22, and October 26, 1987, as part of that certain adversary proceeding entitled "John F. Curry, Trustee, Plaintiff, vs. Beaufort County Treasurer, et al., Defendants" (Case Number: 87-0232), United States Bankruptcy Court, District of South Carolina, arising out of the Chapter 11 bankruptcy proceedings involving Gardner-Matthews Plantation Company (Case

No. 86-03801), Hilton Head Hotel Company (Case No. 86-03803), Vacation Resorts Holding, Inc. (Case No. 86-03804), Vacation Resorts, Inc. (Case No. 86-03805) and Hilton Head Holdings Corporation (Case No. 86-03871); Debtors, which orders authorized sale of the Assets free and clear of liens, encumbrances and other interests; and

WHEREAS, Buyer has assigned all of its rights and interests in and to said Agreement to Grantee herein; and

WHEREAS, pursuant to the Agreement, Grantor must convey to Grantee certain rights, powers, privileges and easements originally held by the Sea Pines Plantation Company, its successors and assigns (hereinafter "Company") and now held by Grantor pursuant to recorded covenants and restrictions encumbering the lands of Sea Pines Plantation including the "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.", dated September 7, 1974 as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 (hereinafter "74 Covenants"), the "Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. which Constitute the Covenants, Running with certain Lands of Sea Pines Plantation Company" dated April 1, 1970 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 173 at Page 46 (hereinafter "Class "A" Covenants"), the "Restatement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions which Constitute Covenants Running with the Land in Sea Pines Plantation" dated February 8, 1984 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 390 at Page 179 (hereinafter "Restatement"); and the "Memorandum of Agreement"

executed between the Company and the Association of Sea Pines Plantation Property Owners dated February 8, 1984 (hereinafter "Memorandum of Agreement"); and

WHEREAS, the parties acknowledge the said rights, powers, privileges and easements are valuable and ownership, management and control of same is essential to Grantee in order to effectively manage, own and operate the Assets; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby quit claim, grant, bargain, assign and transfer, without any recourse whatsoever, unto Grantee, its successors, assigns, subcontractors and licensees, invitees and guests, the following easement or easements which are appurtenant to and for the benefit of properties of Grantee herein otherwise described as the Assets and are to run with the land:

All right, title and interest of Grantor, on a non-exclusive basis, for the use of an existing pipeline or pipelines for the transport of spoil, fill material and other matter from the Harbour Town Yacht Basin to the boundary line of Lawton Stables fronting on Greenwood Drive, Sea Pines Plantation, Hilton Head Island, South Carolina, wherever said pipeline is located, whether within or outside of lands of Grantor.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in anyway incident and pertaining to the easement set forth herein;

TO HAVE AND TO HOLD all and singular said easements unto Grantee,

its successors, assigns, subcontractors and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first above written.

WITNESSES:

GRANTOR:

By: JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation

[PINE:EASEMENT.6-.7:11/17/87mjb]
(1st draft)

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness, who, on oath, says that s/he saw the within named JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Gorgeanne S. Hecht

SWORN to before me this 14th

day of November, 1987.

Notary Public for South Carolina
My Commission Expires: 1-3-93

JSP

FILED AT 4:57 BEAUFORT COUNTY S.C. RECORDED IN BOOK 490 PAGE 789
NOV 17 1987
S/Floyd Wells
REGISTER OF MESNE CONVEYANCE

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 JOHN F. CURRY, Trustee in Bankruptcy for Hilton Head Holdings Corporation, sign, seal, and as his act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Georgeanne S. Veeder

SWORN to before me this 17th

day of November, 1987.

Notary Public for South Carolina
My Commission Expires: 1-3-93

JSP

FILED AT 4:52 O'CLOCK | BEAUFORT COUNTY S. C. | RECORDED IN BK 490 PAGE

NOV 17 1987 789

S/Floyd Datta
REGISTER OF MESNE CONVEYANCE

General Land Use Map

January 1985

SEA PINES PLANTATION

The Southern End of Hilton Head Island

This Map Also Identifies Neighborhoods Adjacent to Sea Pines Including Point Comfort, Palmetto Bay, and Portions of Forest Beach, Shipyard, Wexford and Daufuskie Island

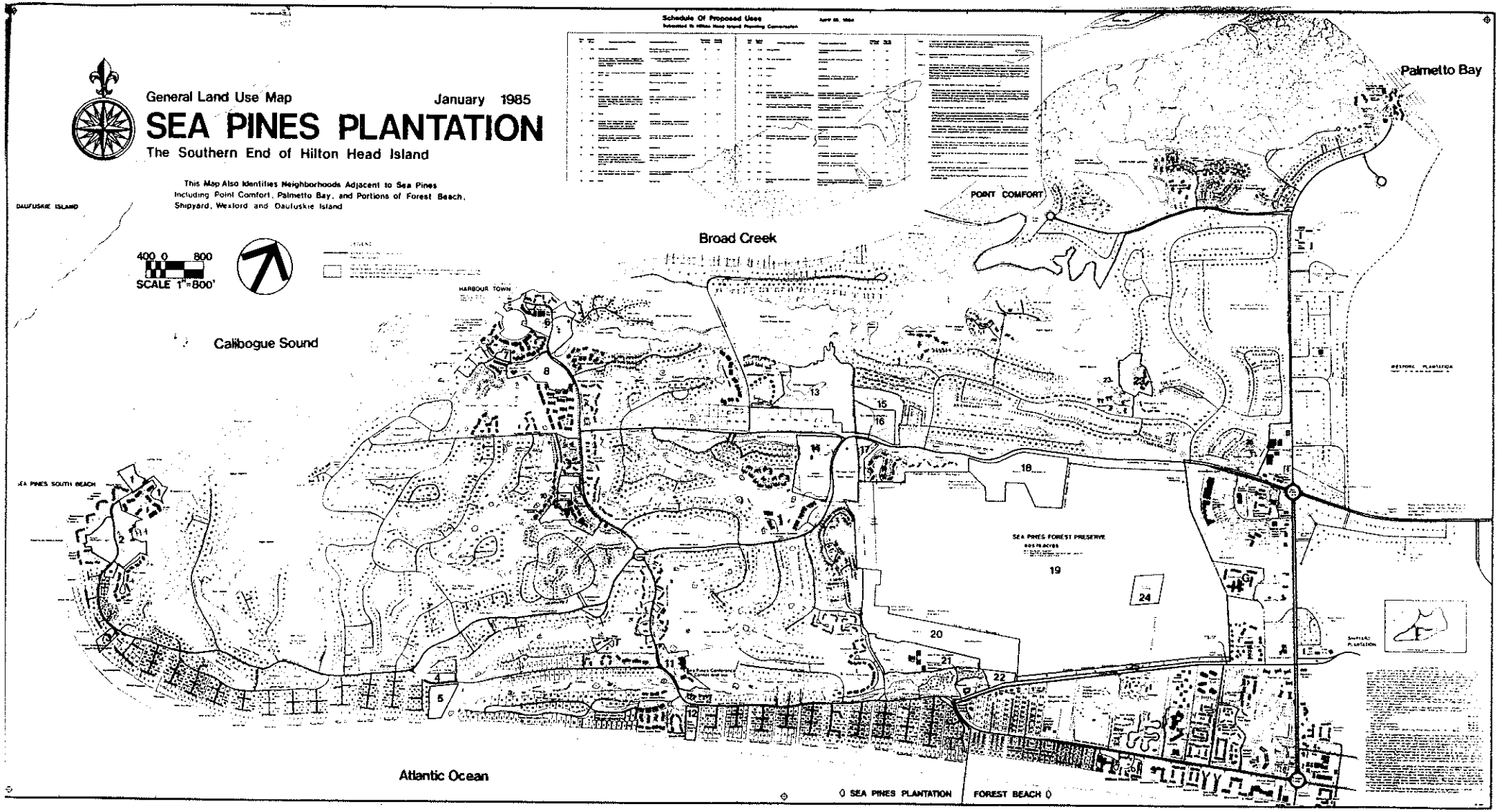


EXHIBIT E

DESCRIPTION OF BUSINESS
LANDS AND COMMERCIAL PROPERTIES

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

EXHIBIT C

I. Properties owned by Sea Pines Plantation Company or its affiliates:

(a) All that certain piece, parcel or tract of land containing 1.637 Acres as shown on a plat entitled "Topography Survey Harbour Town Parcel Adjacent to Harbour House B", prepared by Richardson & Associates, Inc., Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, SC RLS #4784, dated May, 23, 1974; and finally revised May 29, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 16 on the 8th day of March, 1976.

(b) All that certain piece, parcel or tract of land shown as Artist Area, containing 2.49 Acres and all that certain piece, parcel or tract of land shown as Sunday Park and containing 1.98 Acres and all that certain piece, parcel or tract of land shown as Tract 15 containing 0.33062 Acres, all said pieces, parcels or tracts of land being shown on a plat entitled "Composite Map Harbour Town, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and prepared by Richardson & Associates, Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, SC RLS #4784, dated July, 1974; final revision being dated January, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 115 on April 9, 1976.

(c) All that certain piece, parcel or tract of land shown and described as Summer House Bar, Parcel 7, on a plat entitled "Composite Map Harbour Town, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" dated July 1974, final revision being dated January 1976, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 115 on April 9, 1976.

ORIGINAL DOCUMENT
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(d) All that certain piece, parcel or tract of land shown and described as 27, containing 3.21 Acres and all that certain piece, parcel or tract of land shown as 28, containing 1.32 Acres on a plat entitled "Composite Map Harbour Town, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina", prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, dated July, 1974 with Final revision dated January 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 115.

AND, ALSO, all those certain roadways, pathways, easements, parking areas, lagoons, open spaces and residual properties owned by Sea Pines Plantation Company as of the date of this Agreement and shown on the aforesaid Plat of Record.

(e) All that certain piece, parcel or tract of land shown and described as HARBOUR HOUSE A, containing a total of 1.01 Acres, and all walkways, passageways, parking areas and easements, if any, shown thereon and owned by Sea Pines Plantation Company, on a plat entitled "A Plat of Harbour House In Harbour Town Exhibit A, a Section of Sea Pines Plantation Co., Hilton Head Island, Beaufort County, S. C.," prepared by Richardson & Associates, Hilton Head Island, South Carolina, certified to by Jerry L. Richardson, S. C. RLS #4784, last revision dated January 27, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 105.

(f) All that certain piece, parcel or tract of land consisting of 2.2173 Acres and shown as 2.44 Acres, save and except those parcels shown as Parcels 3, 4, and 5, on a plat entitled "A Plat of 2.44 Acres, A Section of Lighthouse Beach Co., Harbour Town Tract, Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, S. C. RLS #4175, dated May 15, 1973, latest revision dated November 12, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 21 at Page 168 on the 3rd day of December, 1973.

ORIGINAL DOCUMENT
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(g) All that certain piece, parcel or tract of land shown as Parcel C on a plat entitled "Plat of 136.56 Acres of Sea Pines Plantation, known as Harbour Town Golf Course, located on Hilton Head Island, Beaufort County, South Carolina, prepared by Thomas & Hutton Engineering Co., Savannah, Georgia and certified to by Joseph J. Hutton, S. C. RLS #1650, dated the 11th day of March, 1969, final revision dated January 24, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 20 at Page 157 on the 31st day of January, 1973, said Parcel C containing 14.53187 Acres; and

(h) All that certain piece, parcel or tract of land shown as 0.98 Acres on a plat entitled "A Plat of 13.94 Acres, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Thomas & Hutton Engineering Co., Savannah, Georgia and certified to by J. J. Hutton, S. C. RLS #1650, dated February 24, 1971, Final Revision having been prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, dated November 14, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 34 on 11-17-75.

(i) All that certain piece, parcel or tract of land shown as 8.177 Acres on a plat entitled "A Plat of Asbuilt Plantation Club additions and improvements, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared by Coastal Surveying Co., Inc., certified to by Richard L. Stroman, S. C. RLS #5496, dated the 12th day of February, 1975, having been revised March 21, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 23 at Page 94 on the 26 day of February, 1975.

(j) All that certain piece, parcel or tract of land shown as 1.238 Acres on a plat entitled "A Plat of 5.093 Acres, Sea Pines Plantation, Plantation Clubhouse Tract, Hilton Head Island, Beaufort County, South Carolina, prepared by Richardson & Associates, Inc., Hilton Head Island, South Carolina, and certified to by Jerry L. Richardson, S. C. RLS #4784, dated the 20th day of February, 1974, latest revision dated March 20, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 22 at Page 80 on the 2 day of May, 1974.

ORIGINAL DOCUMENT
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(k) All that certain piece, parcel or tract of unplatted land lying and being between all those certain pieces, parcels or tracts of land shown as Plantation Club and Fairway #9 of the Ocean Course as shown on a plat entitled "A Plat of Ocean Golf Course, A Section of Sea Pines Plantation," said Parcel containing 2 Acres, more or less, said plat being dated February 15, 1974; final revision dated February 27, 1974, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 22 at Page 82 on May 6, 1974.

(l) All that certain piece, parcel or tract of land, containing 6.618 Acres, shown and described on a plat entitled "A Section I Composite of South Beach and the As-Built condition of South Beach Marina, South Beach Pool & South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, prepared by Forrest G. Calvert, S. C. RLS #4175, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 49, SAVE AND EXCEPTING from the aforesaid 6.618 Acres, all those certain pieces, parcels or tracts of land described as follows:

ALL that piece, parcel or tract of land shown and described on a plat entitled, "A Plat of the South Beach Marina Tract, A Section of Sea Pines Plantation" prepared by Jerry L. Richardson, Registered Land Surveyor S.C. #4784, dated February 21, 1980, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14, as follows:

Beginning at a Point of Commencing on the eastern right-of-way of South Sea Pines Drive as shown on the said Plat of Record, thence north 46°00'00" east a distance of 156.52' to a point, said point being the Point of Beginning, thence north 44°00'00" west a distance of 74.74' to a point, thence north 43°31'00" east a distance of 30.00' to a point, thence north 44°00'00" west for a distance of 175.91' to a point, thence south 46°00'00" west a distance of 15.74' to a point, thence north 44°00'00" west a distance of 126.94' to a point, thence north 07°14'03" west a distance of 50.24' to a point, thence south 70°27'02" west a distance of 52.72' to a point, thence north 07°42'05" west a distance of 209.39' to a point, thence north 81°00'00" east a distance of 346.62' to a point, thence south 42°07'00" west a distance of 141.92' to a point, thence south 43°59'59" east a distance of 10.00' to a point, thence south 15°11'02" east a distance of 59.92' to a point,

ORIGINAL DOCUMENT
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thence south 46°00'00" west a distance of 51.74' to a point, thence south 44°00'00" east a distance of 19.70' to a point, thence north 46°00'00" east a distance of 21.99' to a point, thence south 44°00'00" east a distance of 31.33' to a point, thence south 46°00'00" west a distance of 75.14' to a point, thence south 44°00'00" east a distance of 47.40' to a point, thence south 46°00'00" west a distance of 8.76' to a point, thence north 44°00'00" west a distance of 16.02' to a point, thence south 46°00'00" west a distance of 26.12' to a point, thence south 44°00'00" east a distance of 4.43' to a point, thence south 46°00'00" west a distance of 17.25' to a point, thence south 44°00'00" a distance of 5' to a point, thence north 46°00'00" east a distance of 8.76' to a point, thence south 44°00'00" east a distance of 29.98' to a point, thence north 46°00'00" east a distance of 8.52' to a point, thence south 44°00'00" east a distance of 23.56' to a point, thence north 46°00'00" east a distance of 23.30' to a point, thence north 44°00'00" west a distance of 23.53' to a point, thence north 46°00'00" east a distance of 11.56' to a point, thence south 44°00'00" east a distance of 177.28' to a point, thence north 45°32'00" east a distance of 22.26' to a point, thence south 44°00'00" east a distance of 39.94' to a point, thence south 46°00'00" west a distance of 150.00' to a point, said point being the aforesaid Point of Beginning.

(m) All that certain piece, parcel or tract of land containing 4.691 Acres as shown on a plat entitled "A Composite Plat of South Beach and the Ashuilt Condition of South Beach Marina, South Beach Pool, and South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, originally prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, RLS #4175, and revised on February 24, 1978, by Coastal Surveying Co., Inc. Hilton Head Island, South Carolina and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 29 on August 25, 1978.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(n) All that certain piece, parcel or tract of land containing 4.00 Acres as shown on a plat entitled "A Composite of South Beach and the Asbuilt Condition of South Beach Marina, South Beach Pool, and South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, originally prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, RLS #4175, final revision being dated February 24, 1978, said revision having been prepared by Coastal Surveying Co., Inc. on Hilton Head Island, South Carolina and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 29 on August 25, 1978.

(o) All that certain piece, parcel or tract of land consisting of 1.293 Acres as shown on a plat entitled "A Plat of the Property of Lighthouse Beach Company" prepared for Sea Pines Plantation Co. by Sea Pines Survey Department and dated January 23, 1973, and further designated as "A Plat of 1.293 Acres of Lighthouse Beach Company's Tract located in the South Beach Area of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," certified to by Nathan C. Bowers, S. C. RLS #4116 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 20 at Page 155 on January 30, 1973.

(p) All that certain piece, parcel or tract of land shown as 2.48 Acres on a plat entitled "A Composite of South Beach and the Asbuilt Condition of South Beach Marina, South Beach Pool and South Sea Pines Drive, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, dated July 2, 1973, prepared originally by Calvert Surveying Co., Inc. and certified to by Forrest G. Calvert, RLS #4175, latest revision being dated February 24, 1978 and prepared by Coastal Surveying Co., Inc., certified to by Jerry L. Richardson, S. C. RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 27 at Page 29 on August 25, 1978.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(q) All those certain pieces, parcels or tracts of land containing 1.456 Acres, shown on a plat as Parcel AA-1 containing 0.196 Acres and a parcel containing 1.26 Acres, which plat is entitled "A Plat of an As-Built Survey of Beachside Tennis Villas Horizontal Property Regime LXXVIII, Phases IA, IB and II, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated July 16, 1981, final revision being dated April 26, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 106 on May 12, 1982.

(r) All that certain piece, parcel or tract of land containing 3.255 Acres as shown on a plat entitled "A Plat of 3.399 Acres South Beach Cabanas Asbuilt Conditions, Sea Pines Plantation Company, Hilton Head Island, Beaufort County, South Carolina, dated May 21, 1974, and prepared by and certified to by Forrest F. Baughman, S. C. RLS #4922, final revision dated January 12, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 45 on January 19, 1982.

(s) All that certain piece, parcel or tract of land shown as Parcel M and containing 21.786 Acres on a plat entitled "A Composite Plat of 605.78 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and other Platted Areas, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated October 29, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 28 at Page 64 on October 31, 1979.

(t) All that certain piece, parcel or tract of land shown as Parcel K, containing 4.72 Acres, on a plat entitled "A Composite Plat of 605.78 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and other Platted Areas", prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated October 29, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 28 at Page 64 on October 31, 1979.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(u) All that certain piece, parcel or tract of land containing 3.20 Acres as shown on a plat entitled "A Plat of 13.60 Acres, a Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," prepared by Thomas and Hutton Engineering Company, Savannah, Georgia and certified to by W. G. Foster, SC RLS #2751, dated December 16, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 26 at Page 130 on the 28 day of December, 1977.

(v) All that certain piece, parcel or tract of land containing 10.347 Acres on Hilton Head Island, Beaufort County, South Carolina as shown on a plat entitled "A Plat of a Portion of Sea Pines Plantation containing 10.347 Acres Sea Pines Club Facilities," dated December 1976, prepared by Sea Pines Land Control Department and certified to by Jerry L. Richardson, S. C. RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 26 at Page 55 on 1st day of August, 1977.

(w) All that certain piece, parcel or tract of land shown as Tract C containing 3.478 Acres on a plat entitled "A Plat of Sea Pines Center, 10.099 Acres, Tracts, A, B & C, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated September 3, 1982; final revision being dated November 5, 1982, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 31 at Page 5 on the 12th day of November, 1982.

(x) All that certain piece, parcel or tract of land containing 3.000 Acres as shown on a plat entitled "A Plat of 3.000 Acres, Sea Pines Academy, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina," dated October 6, 1981, and prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 30 at Page 22 on December 3, 1981.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(y) All those certain pieces, parcels or tracts of land containing in the aggregate 47.99 Acres and shown as Parcel H containing 5.69 Acres, Parcel G containing 33.98 Acres, Parcel B containing 2.98 Acres, Parcel C containing 1.69 Acres, Parcel D containing 1.30 Acres, Parcel E containing 1.35 Acres, on a plat entitled "A Composite Plat of 605.79 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and other Platted Areas, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated October 29, 1979, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 29 at Page 64 on October 31, 1979.

(z) All that certain piece, parcel or tract of land containing 12.16 acres as shown on a plat entitled "Six Oaks Cemetery and Six Oaks Park, a Section of Sea Pines Plantation," dated March 21, 1973; final revision dated May 1, 1973, prepared by Jerry L. Richardson and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 58 on June 18, 1973.

II. Properties owned by others as of the date of this Agreement.

(a) All those certain pieces, parcels or tracts of land containing 6.621 Acres and shown as Tracts A & B on a plat entitled "A Plat of Sea Pines Center, 10.099 Acres, Tracts, A, B & C, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, prepared by Coastal Surveying Co., Inc., and certified to by Jerry L. Richardson, S. C. RLS #4784, dated September 3, 1982 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 31 at Page 5 on the 12th day of November, 1982 and more particularly described as Tract A containing 5.065 and Tract B containing 1.556 Acres.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(b) All those certain pieces, parcels or tracts of land shown as Easement #3A containing .0986 acres; Easement #4 containing 0.017 acres; Easement #5A containing 0.149 acres; Easement #5B containing 0.035 acres, all as shown on a plat entitled "A Plat of Sea Pines Center 2.382 Acres Various Easements, a Section of Sea Pines Plantation dated September 3, 1982, prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 31 at Page 4 on November 12, 1982.

(c) All that certain piece, parcel or tract of land identified as Tract BC and containing 3.653 acres as shown on a plat entitled "A Plat of 6.794 Acres, Tracts A, B-C and A-B, a Section of Sea Pines Service Area," prepared by Coastal Surveying Co., Inc. and dated June 30, 1982, latest revision dated November 4, 1982 and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 31 at Page 3 on November 12, 1982.

(d) All that certain piece, parcel or tract of land shown as Lighthouse Road Firestation containing 0.996 acres as shown on a plat entitled "A Plat of Sea Pines Service Area, Revision #1, a Section of Sea Pines Plantation" dated November 2, 1973, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, latest revision dated May 27, 1974, and certified to by Forrest F. Baughman, SC RLS #4922, said plat not recorded.

(e) All those certain pieces, parcels and tracts of land shown as parcels 3, 4 and 5 and containing .069, 0.0937 and 0.40 acres respectively, as shown on a plat entitled "A Plat of 2.44 Acres, a Section of Lighthouse Beach Co. Harbour Town Tract," dated May 15, 1973; final revision dated November 12, 1973, prepared by Calvert Surveying Co., Inc., Charleston, South Carolina, and certified to by Forrest G. Calvert, SC RLS #4175, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 168 on December 3, 1973.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(f) All that certain piece, parcel or tract of land shown and described as HARBOUR HOUSE B1, HARBOUR HOUSE B2, containing 0.36 acres, as shown on a plat entitled "Plat of Harbour House in Harbour Town Exhibit A, a Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4734, last revision dated January 27, 1976 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 105.

(g) All those certain pieces, parcels or tracts of land shown and described as Sea Pines Academy, 15.81 AC, Parcel "H" 5.69 AC, Sewage Treatment Plant, 21.01 AC, Parcel "A" 7.974 AC, 66' Easement, PARCEL "D-1", 0.50 AC, Parcel "F", 2.008 AC, Greer Studio, Lot 1, Lot 2, Water Supply Station, 1.0 AC, and that parcel shown as 0.472 AC, on a plat entitled "A Composite Plat of 605.79 Acres, Sea Pines Forest Preserve and Adjacent Commercial Tracts, Residential Tracts and Other Platted Areas, prepared for Sea Pines Plantation Company" dated October 29, 1979, prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 28 at Page 64.

(h) All that certain piece, parcel or tract of land shown and described as 8.81 acres on a plat entitled "Plat of a 8.81 acre portion of the Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Thomas S Hutton Engineering Company, dated March 30, 1976, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 124.

SAVE AND EXCEPTING, all those certain pieces, parcels or tracts of land shown and described on that plat entitled "A Plat of 4.866 Acres, Night Heron Phase III, Fox Grape Road, A Section of Sea Pines Plantation" dated May 26, 1982, prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 156, said plat showing certain lagoon and open space, subdivided lots, and other areas, said property containing 3.944 acres.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(1) All those certain pieces, parcels or tracts of land shown and described as 1.928 AC, PARCEL C-2, 0.583 AC.", "0.057 AC", "ACCESS EASEMENT 0.70 AC", "PARCEL D, 0.278 AC", "Restaurant, 0.086 AC", "0.256 AC" on a plat entitled "A Plat of the South Beach Marina Tract, a Section of Sea Pines Plantation" prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, dated 2/21/80 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14.

Said property being more and particularly described as follows: Beginning at a "POINT OF COMMENCING" shown on the above described plat and located on the northeastern right-of-way of South Sea Pines Drive; thence N 46°00'00" east, a distance of 156.5 feet to a point, said point being shown as the POINT OF BEGINNING; thence N 44°00'00" west, a distance of 74.74 feet to a point, thence N 43°31'00" east, a distance of 30.00 feet to a point, thence N 44°00'00" west, a distance of 175.91 feet to a point, thence S 46°00'00" west, a distance of 15.74 feet to a point, thence N 44°00'00" west, a distance of 126.94 feet to a point, thence N 07°14'03" west, a distance of 56.24 feet to a point, thence S 70°27'02" west, a distance of 52.72 feet to a point, thence N 07°42'05" west, a distance of 209.39 feet to a point, thence N 81°00'00" east, a distance of 346.62 feet to a point, thence S 42°07'00" west, a distance of 141.92 feet to a point, thence S 43°59'59" east, a distance of 10.00 feet to a point, thence S 15°11'02" east, a distance of 59.92 feet to a point, thence S 46°00'00" west, a distance of 51.74 feet to a point, thence S 44°00'00" east, a distance of 19.70 feet to a point, thence N 46°00'00" east, a distance of 21.89 feet to a point, thence S 44°00'00" east, a distance of 31.33 feet to a point, thence S 46°00'00" west, a distance of 76.14 feet to a point, thence S 44°00'00" east, a distance of 470.40 feet to a point, thence S 44°00'00" east, a distance of 32.32 feet to a point, thence S 44°00'00" east, a distance of 177.28 feet to a point, thence N 45°32'00" east, a distance of 22.26 feet to a point, thence S 44°00'00" east, a distance of 39.94 feet to a point, thence S 46°00'00" west, a distance of 150.00 feet to a point; said point being the aforesaid POINT OF BEGINNING.

ORIGINAL DOCUMENT
POOR CONTRAST OR CONDITION

(j) All that certain piece, parcel or tract of land shown and described as STORE containing .049 AC as shown on a plat entitled "A Plat of the South Beach Marina Tract, a Section of Sea Sea Pines Plantation" last revision dated 2/22/80, prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 14.

(k) All that certain piece, parcel or tract of land shown and described as WATER TANK SITE, containing 0.57 AC as shown on a plat entitled "A Plat of 3.399 Acres South Beach Cabanas Asbuilt Conditions, Sea Pines Plantation" dated May 21, 1974, prepared by Forrest F. Baughman, SC RLS #4922, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 45.

(l) All those certain pieces, parcels and tracts of land shown as Area A and containing 3.230 acres, 50' right-of-way containing 0.630 acres and Area B containing 1.790 acres on a plat entitled "Lands End Subdivision Phases 1, 2, 3 and 4, a Section of Sea Pines Plantation," dated March 27, 1978; final revision dated October 28, 1978, prepared by Coastal Surveying Co., Inc. and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 27 at Page 197 on June 21, 1979.

(m) All those certain pieces, parcels or tracts of land shown as telephone exchange and containing 0.27 acres, water tank site containing 0.20 acres, power substation containing 1.00 acre, all shown on a plat of "Sea Pines Service Area Revision #1, a Section of Sea Pines Plantation, dated November 2, 1973; latest revision dated November 13, 1975, prepared by Richardson & Associates and certified to by Jerry L. Richardson, SC RLS #4784, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 24 at Page 24 on November 14, 1975.

EXHIBIT F

GATE POLICY

GATE POLICY

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SECTION IV

POLICY FOR ISSUANCE OF GATE PASSES

4.01 Visitor Passes (Non-Commercial)

4.01.1 No Charge.

Visitor Passes can be authorized for the following individuals and their guests at no charge:

- Sea Pines Property Owners
- Long Term Renters in Sea Pines
- Employees of the Company (herein defined in Section 4.01.1.6), or other businesses operating commercial lands within Sea Pines Plantation who contribute to the Community Trust Fund according to the provisions of the 1974 Covenants or according to other provisions as contained herein.
- Clients of and/or Real Estate Agents showing property under special circumstances.
- Clients of participating commercial land owners and businesses (see 4.03.4).

4.01.1.1 Sea Pines Property Owners.

When a Property Owner arrives at the Security Office or Sea Pines Welcome Center desiring a temporary pass (arrived with a rental vehicle, traveling with friends, etc.) they should present a Property Owner's ID with their picture on it for verification. If they have one of the old ID's (without a picture) another form of ID should be required and then the Property Owner listing should be checked. The ID's (with the pictures on them) that are not expired are to be honored when carried by the Property Owner without further ID or checking.

4.01.1.2 Government Officials.

U.S. Government Officials, State of South Carolina Officials, Beaufort County Officials and Town of Hilton Head Officials showing valid identification will be admitted through the Gates without having to return to the Security Office to be cleared. If they do go to the Security Office, on presentation of proper identification as an Official of one of the above agencies, they will be issued a daily Gate Pass. Vehicles having an official seal of any of the above agencies as well as vehicles with the following special decals, (1) Utility Company, (2) Hilton Head Holdings and (3) Town of Hilton Head, will be admitted through the Gates without the need for a daily pass.

4.01.1.3 Marriott Ownership Resorts, Inc. (herienafter called "MORI").

MORI is defined as the Time Share units at Monarch, Swallowtail, Spicebush and some units in the following:

Ketch Court	Plantation Club Villas
Twin Oaks	Port Villas
Racquet Club	Night Heron

MORI will periodically draw passes from the Sea Pines Welcome Center based on their anticipated needs. The owner of the Time Share will receive a pass at the Marriott Welcome Center Office for the length of their stay in the Plantation. (MORI Owners DO NOT receive Sea Pines Property Owner Decals). The passes will be stamped "MARRIOTT GUEST".

Short Term Rentals of MORI are those who rent for one or more nights and are given the same pass as an owner since they are placed in a vacant owner unit or an unsold MORI owned unit.

"TOUR PROSPECTS" are those brought in by MORI to take the Sales Tour and are given a $3.00 daily pass already purchased by MORI.

4.01.1.4 Seascape Owners.

Only original owners of Seascape will be issued free passes. They must present an original owner's ID card. They cannot get guest passes for their friends or guests.

4.01.1.5 Harbour Town Merchants Courtesy Pass.

If a guest comes to the gate with one of the Harbour Town Merchants Courtesy Passes, the guest will be turned into the Officer on duty and the person allowed to enter the Plantation during the hours of 9:00 A.M. and 5:00 P.M., Monday thru Friday.

4.01.1.6 Sea Pines Plantation Company, Inc. (the "Company").

Wherever used in this Gate Policy the term "Company" shall mean SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation, its subsidiaries, successors and assigns including Sea Pines Real Estate Companies, Inc. and all related entities.

The Company has the right to cause the issuance, at no charge to the Company, of annual gate passes for all Company Directors, Officers and employees, to include Company consultants, real estate sales agents and contractors other than those serving in a temporary capacity, in which case temporary passes may be issued. The Company further reserves the right to issue annual or temporary passes to a limited number of Public Officials holding either Town, County, State or Federal Office. The above-described passes will be issued by the Sea Pines Security Office upon the request and authorization of designated Company Officials.

The Company has the right to issue or cause to be issued at no charge to the Company, temporary guest passes to the following categories of Company guests or business clients:

a. Company lodging guests.
b. Business clients of the Company.
c. Real Estate clients of the Company.
d. Visiting VIP's and social guests at company sponsored functions.

The above categories of passes will be issued at the Company managed Welcome Center unless otherwise agreed to by the Company and/or its successors. In addition to the above gate pass authority, Paragraphs 4.01.1; 4.01.1.4; 4.01.1.6; and 4.01.1.7 are applicable to the Company and its tenants. In the event of sale of the Company or its major assets, its successors shall have all the rights, privileges and obligations as expressed in this policy, subject to their acceptance and adherence to the terms of funding Community Services, stated in Article III, Paragraph B of the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated September 7, 1974.

4.01.1.7 Company Real Estate Clients.

All requests must come from Company Sales Agents and given to the Welcome Center Real Estate Receptionist.

The passes are good for one day only if picked up before 2:00 P.M. After that, the pass will be issued for two days (the current and the following day).

The receptionist will log the agent and client's name for follow-up by the Broker-in-Charge.

This temporary pass is for Company prospects only. Each agent is urged to tour with the prospect personally.

4.02 General Information for Temporary Passes.

4.02.1 Who Can Arrange for Passes.

Passes can be arranged for guests either in person at the Sea Pines Welcome Center or by telephone (785-8004) by Sea Pines Property Owners, Long Term Renters in Sea Pines, MORI Time Share Owners and by Company and its employees. Passes are to be issued for a period not to exceed two (2) weeks.

4.02.2 Renewal of Passes.

When passes are issued at the Welcome Center, if they are subject to

renewal, it will be indicated on the reverse side with a large "R" and the issuing employee's initial.

4.02.3 Issuing of Passes at the Security Office.

Passes may be issued by the Security Office to Sea Pines Property Owners only, while they are traveling in rented/borrowed vehicles or they do not have proper documentation for the issuance of Property Owner Decals. Other passes as may be authorized by the Director.

4.02.4 Colors for Temporary Passes.

The following color for temporary passes will be used for the month indicated unless otherwise instructed by the Director. The color will be issued as indicated starting the FIRST of every month.

January/July	RED
February/August	GREEN
March/September	YELLOW
April/October	ORANGE
May/November	BEIGE
June/December	BLUE

4.03 Daily Commercial Passes.

Basically are issued to anyone not covered in the above instructions.

4.03.1 $3.00 Daily Pass.

Is the charge for four (4) wheel vehicles used by:

All construction workers not working for Sea Pines Company itself.
Contractors and Island Resident Guests.
Tennis or Golf patrons.
Charter Boat patrons.
Retail or Restaurant Customers and visitors or tourists not otherwise provided for herein.

4.03.2 $15.00 Daily Pass.

Is the charge for commercial vehicles with more than four (4) wheels, excluding buses. (see below)

4.03.3 Special Temporary Pass for Contractors.

A pass will be issued to contractors who have purchased the proper commercial decal but due to an accident, breakdown, etc. do not have that vehicle available for a limited time (not to exceed seven days). The Gate Officers will admit them for the period shown on the pass. All passes will be dated and signed by Security Office personnel.

4.04 $25.00 Bus Passes.

All buses that do not have a permanent Commercial Decal are charged $25.00 for a daily pass. Buses are required to use the Greenwood Gate for entry except for those groups sponsored by the Hilton Head Inn/Sea Scape Guest Convention Services and cleared by proper authority, who may use the Ocean Gate.

4.04.1 Special Information

Bus Drivers and/or Tour Guides will be given the following information (as a printed handout by the duty Dispatcher) together with their daily pass:

"Welcome to Sea Pines Plantation:

There are a few rules we ask you and your group to follow while visiting us:

A. You are authorized to discharge/pickup your passengers at the Sea Pines Center, Harbour Town or South Beach Marina Conference Center only.

After discharging your passengers, you are to exit the plantation via the Greenwood Gate and park outside the Plantation until time to pickup your passengers.

B. Use the Greenwood Gate only, proceed on Greenwood Drive to Greenwood Circle. If you are going to either the Sea Pines Center or Harbour Town, take the first exit (Lighthouse Rd). If you are going to South Beach Marina, take the second exit (Greenwood Drive), proceed to South Sea Pines Drive, then on to South Beach Marina.

C. There are no tours of the Plantation allowed, remain on the above roads as directed.

D. Do not park along roadsides, Beach walkways or in residential areas.

E. Camping and picnics are prohibited.

F. This pass is not valid for swimming pools, playgrounds, fishing or Beach Club facilities.

G. It is a violation of FEDERAL LAW to feed or otherwise disturb alligators.

4.05 Bicyclist Passes.

The bicycle paths located within Sea Pines Plantation were constructed with "private" moneys and as such are for the enjoyment of Sea Pines Property Owners, their dependents and guests (of property Owners and/or rental agencies) while residing within Sea Pines Plantation. "Outside" bicycles are not allowed entry.

4.05.1 Sea Pines Owners/Dependents and Guests While Residing in Plantation.

A bicyclist, upon departing from the Plantation, will receive a temporary pass from the Gate Officer which will allow them to re-enter the Plantation with their bicycle. This pass is ONLY for property owners, their dependents and guests (of property owners and/or rental agencies) while temporarily residing within Sea Pines Plantation.

4.06 Entry for Special Sports Events.

Free guest entry into Sea Pines will be granted upon authorization by Company to all ticket holders, authorized guests, participants, sponsors, volunteers and equipment or service suppliers for major annual sports events such as the MCI Heritage Golf Classic; the Family Circle Tennis Tournament; the International Seniors Golf Tournament and to a limited number of other sports events sponsored by the Company or its successor.

4.07 Entry for Scheduled, Civic, Cultural, Religious or Educational Meetings or Events.

Free guest passes will be issued upon a list of names delivered to the Security Office forty-eight (48) hours in advance along with the name and description of the event and its purpose submitted by the Sponsoring Property Owner.

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SECTION V

POLICY FOR ISSUANCE OF DECALS

5.01 General Information

The issuance of decals will be under the control of the Company Administrative Office and will be governed by the following policies:

5.01.1 Definition of 'Commercial' Type Vehicle

For the purposes of this manual and for the issuance of decals, the following are defined as 'Commercial' vehicles and will be issued "Commercial Decals":

a. All flat-bed/stake body trucks.
b. All trucks with a load capacity of more than 1½ tons.
c. All vehicles with permanent lettering/logos on them.
d. All vehicles utilized in providing a delivery service of supplies or equipment to property owners, long term residents, commercial establishments, etc.
e. All vehicles utilized in providing a service to property owners, long term residents, commercial establishments, etc. within Sea Pines Plantation for a livelihood/profit.
f. All vehicles utilized in providing transportation, tours, and sight-seeing services. (See paragraph 5.07.1)
g. All vehicles with work accessories attached or fastened thereto i.e., ladders, pipe racks, tool boxes, etc.
h. In the event of a vehicle not specifically falling within the categories, the Director of Sea Pines Security or an authorized Sea Pines Security Officer will make the final determination as to whether or not the vehicle should be classified as a "Commercial" type.

5.01.2 Definition of Recreational (RV) Vehicle

For the purposes of this manual, a vehicle that is either towed or self propelled, designed with living and sleeping facilities, and/or equipped with water/sewage/electrical hookups, considered to be a self-contained unit, is deemed to be a Recreational Vehicle and as such is not entitled to receive a decal.

A recreational Vehicle may be authorized entry into the Plantation for a maximum of four (4) hours for the purposes of loading and unloading only.

Some vans have large, picture type, side windows and are "fancied up" on the inside and may be classified as an RV for the purchase of a state vehicle licenses, however, as long as they do not project an image of a living and sleeping facility, they will not be treated as

an RV.

5.01.3 Vehicles Not Authorized to Park Overnight in the Plantation

a. Commercial vehicles (see paragraph 5.01.1 above)
b. Recreational (RV) vehicles (see paragraph 5.01.2 above)
c. Dune Buggies (Not allowed entry at any time)
d. Motorcycles (Not allowed entry at any time)
e. Trailers of any kind, except by special permission when they are allowed to remain overnight on an unimproved lot while construction is being completed on that lot.
f. Boats of any kind, unless they can be placed within a closed garage.
g. Campers of any kind.

For a user fee, these vehicles (except boats) may be parked in an area Sea Pines Security has provided for the storage of these vehicles.

5.02 Property Owner Decals

5.02.1 Eligibility

Limited to Property Owners only.

Property owner decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.02.2 Number Authorized

No limit to number of decals issued, subject to the vehicles being registered in the name of the Property Owner/Spouse. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.02.3 Verification

Verification of property ownership will be done by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, Property Records (ext 454) will be called and verification requested from that office. If verification still cannot be accomplished, the property owner will be requested to furnish copies of the Closing Statement, Partnership Agreements, Deeds, etc. Decals will not issued until verification of property ownership is completed.

5.02.4 Documents required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered to the property

owner and/or spouse. If it is a company owned vehicle, it must be verified that the vehicle is for the private full time use of the property owner and not a 'Company Pool' vehicle.

5.02.5 How issued

The decal may be issued in person or by mail provided the above procedures have been completed.

5.02.6 Expiration

These decals will expire when determined by the Sea Pines Company in coordination with the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years)

5.02.7 Charge

There is no charge to the Property Owner for their decal or replacement.

5.03 Dependent Decals

5.03.1 Eligibility

Must be a dependent child or step-child, unmarried, 21 years old or less (23 if still in college) of a Property Owner, living full time with parents, and other family members living in household full time.

Dependent decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.03.2 Number Authorized

No limit to number issued , subject to vehicles being registered in the name of the dependent. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.03.3 Verification

Verification of dependency will be done by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, the Property Owner will be contacted and requested to apply for their child and other family members.

5.03.4 Documents required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the dependent child. The application for a decal must be counter-signed by the parent (Property Owner).

5.03.5 How Issued

The decal may be issued in person or by mail provided the above procedures have been completed.

5.03.6 Expiration

These decals will expire annually, on the last day of November.

5.03.7 Charge

There is no charge to the dependent for their decal or replacements.

5.04 Relative Decals

5.04.1 Eligibility

Limited to immediate family members of a Property Owner. "Immediate family member" is defined as the mother, father, sister, or brother of a Property Owner. Also included as an "immediate family member" are the children of Property Owners in any or all of the following categories:

1. Married
2. Over the age of
3. Not living full time with parents

Relative decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.04.2 Number Authorized

Two (2) decals may be issued for the family of each relative. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.04.3 Verification

Verification will be accomplished by the Administrative Office Staff. If the verification cannot be done by records held in the administrative office, the Property Owner will be contacted and requested to apply for their relative.

5.04.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the relative applying. The application must be counter-signed by the Property

Owner.

5.04.5 How Issued

The decals must be applied for in person at the administrative office by the Property Owner.

5.04.6 Expiration

These decals will expire annually, on the last day of November.

5.04.7 Charge

There is a $3.00 charge for each decal issued. A replacement charge of $1.00 will be collected together with the old decal (or pieces).

5.05 Company Employees

5.05.1 Full Time Employees

5.05.1.1 Eligibility

Must be an employee of Company.

Employee decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use with the Plantation, it is for the employee's transportation to and from work.

5.05.1.2 Number Authorized

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.05.1.3 Verification

Verification of employment will be accomplished by the Administrative Office Staff, either by viewing an Employee's ID, or checking the printout of all employees. If verification cannot be accomplished by the above, the Human Resources Office (ext 372) will be contacted.

5.05.1.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be counter-signed by the employee's supervisor or the Director, Human Resources Office (or authorized staff member, Human

Resources Office).

5.05.1.5 How Issued

Each new employee may be issued one decal by the Director, Human Resources Office (or authorized staff member) at the time of employment. Once completed, copies of the application will be forwarded to the Security Administrative Office.

All other employee decals (additions, renewals, deletions, changes, replacements, etc.) will be issued by the Security Administrative Office staff. During the annual renewal period, separate instructions will be published to all departments.

5.05.1.6 Expiration

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decals must be scraped and returned to the Human Resources Office before the employee can be cleared. The Human Resources Office will notify the Security Administrative Office of the termination in order that the records can be adjusted.

5.05.1.7 Charge

There is no charge to the employee for their decal or a replacement.

5.05.2 Summer Seasonal Employees

5.05.2.1 Eligibility

Must be an employee of Company who has been hired as a "Summer Seasonal" employee.

Employee decals will not be issued for 'commercial type vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.05.2.2 Number Authorized

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.05.2.3 Verification

Verification of employment will be accomplished by the Administrative Office Staff, either by viewing an Employee's ID, or checking the printout of all employees. If verification cannot be accomplished by the above, the Human Resources Office (ext 372) will be contacted.

5.05.2.4 Documents Required

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be counter-signed by the employee's supervisor or the Director, Human Resources Office (or authorized staff member, Human Resources Office).

5.05.2.5 How Issued

Each new 'Summer Seasonal' employee may be issued one decal by the Director, Human Resources Office (or authorized staff member) at the time of employment, the decal will be cut in half to designate it as a 'SUMMER SEASONAL EMPLOYEE' decal. Once completed, copies of the application will be forwarded to the Security Administrative Office.

All other employee decals (additions, renewals, deletions, changes, replacements, etc.) will be issued by the Security Administrative Office staff.

5.05.2.6 Expiration

These decals will expire as of September 15 each year. Upon termination of an employee, the decals must be scraped and returned to the Human Resources Office before the employee can be cleared. The Human Resources Office will notify the Security Administrative Office of the termination in order that records can be adjusted.

5.05.2.7 Charge

There is no charge to the employee for their decal or a replacement.

5.06 Long Term Renter Decal

5.06.1 Eligibility

Limited to Long Term Renters whose names appear on a written Lease Agreement. Also included are those renters at "Harbour House" who do not have a written Lease Agreement and whose names are on file in the Security Administrative Office.

A Long Term Renter is defined as one who has a written Lease Agreement for six (6) months or more at the time they apply for a decal.

Long Term Renter Decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.06.2 Number Authorized

No limit to number of decals issued, subject to the vehicle being registered in the name as shown on the Lease Agreement. If a replacement decal is needed, the old decal (or pieces) must be returned to the Security Administrative Office.

5.06.3 Verification

Verification of a Long Term Renter will be accomplished by the Administrative Office Staff.

5.06.4 Documents Required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered to the Long Term Renter (or spouse) and/or children (living full time with the renter). A copy of the Lease Agreement must be presented. If the vehicle is a company owned vehicle, it must be verified that the vehicle is for the private full time use of the renter and not a 'Company Pool' vehicle.

5.06.5 How Issued

The decal must be applied for in person at the administrative office.

5.06.6 Expiration

These decals will expire annually, on the last day of November.

5.06.7 Charge

There is no charge to the Long Term Renter for their decal or replacement.

5.07 Island Resident Decals

5.07.1 Eligibility

Limited to those individuals who do not live in Sea Pines Plantation, but do live on Hilton Head Island or surrounding area at least six (6) months of the year. New applications must be signed by two (2) Sea Pines Property Owners, with address and phone number.

Local transportation, tour and sight-seeing companies may receive an "Island Resident Decal" vice a "Commercial Decal" upon their application for and the approval of their request by the Director of Security. His decision is final in this determination.

Island Resident Decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation except as provided for in the paragraph above.

5.07.2 Number Authorized

No limit to number of decals issued.

5.07.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.07.4 Documents Required

A completed Decal Application with the required signatures.

5.07.5 How Issued

The decal must be applied for in person at the Administrative Office.

5.07.6 Expiration

These decals will expire annually, on the last day of November.

5.07.7 Charge

There is a charge for these decals which is determined prior to November 1st of each year.

5.08 Island Clergy (Island Resident Decal)

5.08.1 Eligibility

Limited to those individuals who are ministers of an organized church on Hilton Head.

Island Clergy decals will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation, rather, they are intended to be used by the Clergy to visit with their church members.

5.08.2 Number Authorized

Limited to one (1) decal.

5.08.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.08.4 Documents Required

A completed Decal Application and a valid vehicle registration (or a copy) which must be in either the name of the minister or in the name of the church.

5.08.5 How Issued

The decal must be applied for in person at the Administrative Office.

5.08.6 Expiration

These decals will expire annually, on the last day of November.

5.08.7 Charge

There is no charge for these decals.

5.09 Sea Brook Residents (Former Sea Pines Property Owners)

5.09.1 Property Owner Decals are authorized for those individuals who were former owners in Sea Pines Plantation, but now live in Sea Brook. All other residents of Sea Brook are eligible for 'Island Resident' Decals and will be charged the same as other desiring an Island Resident Decal.

Property Owner Decals for this category will not be issued for 'commercial type' vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.09.2 Number Authorized

Limited to two (2) decals. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.09.3 Verification

Verification will be the responsibility of the Administrative Office Staff.

5.09.4 Documents Required

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be in the name of the former property owner (or spouse) and the address on the registration be for Sea Brook.

5.09.5 How Issued

The decal must be issued in person or by mail provided the above procedures have been completed.

5.09.6 Expiration

These decals will expire when determined by the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years.)

5.09.7 Charge

There is no charge to the former owner for their decal or replacement.

5.10 Six Oaks Cemetery Plot Owners

5.10.1 Eligibility

Island Resident Decals are authorized to the Principal Heir of a deceased buried in the Six Oaks Cemetery. (Other family members will be issued a One-day Pass as needed.)

Decals for Six Oaks Cemetery Plot Owners will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.10.2 Number Authorized.

Limited to one (1) decal. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.10.3 Verification.

Verification will be the responsibility of the Administrative Office Staff. (Check with the Asst V.P. of Community Services)

5.10.4 Documents Required.

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be registered in the name of the owner of the plot(s).

5.10.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been completed.

5.10.6 Expiration.

These decals will expire annually, on the last day of November.

5.10.7 Charge.

There is no charge to the owner of a plot(s) for their decal or replacement.

5.11 Seascape Owners (Original).

5.11.1 Eligibility.

Island Resident Decals are authorized for those individuals who are original owners of Seascape property.

A decal will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation.

5.11.2 Number Authorized.

Limited to two (2) decals. If a replacement decal is needed, the old decal (or pieces) must be returned to the Administrative Office.

5.11.3 Verification.

Verification will be the responsibility of the Administrative Office Staff thru the use of the Property Owner's Computer Printout. This is accomplished by reading the "Account #" which is an eight (8) digit numeric code. (i.e., 7-00000-01; 7-00000-02; 7-00000-03. The portion underlined indicates the number of times the property has been owned, 01 is the first (original) owner).

5.11.4 Documents Required.

To receive a decal, a valid vehicle registration (or a copy) must be presented. The vehicle must be in the name of the Seascape property owner (or spouse).

5.11.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been completed.

5.11.6 Expiration.

These decals will expire when determined by the Association of Sea Pines Property Owners and the Director of Security. (Usually every three to four years)

5.11.7 Charge.

There is no charge to the Seascape owner for their decal or replacement.

5.12 Sea Pines Public Service District Employee (Island Resident Decals).

5.12.1 Eligibility.

Must be an employee of Sea Pines Public Service District.

Island Resident decals will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.12.2 Number Authorized.

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.12.3 Verification.

Verification of employment will be accomplished by the Administrative Office Staff, of the Sea Pines Public Service District.

5.12.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be countersigned by the employee's supervisor.

5.12.5 How Issued.

Must be applied for either by the Supervisor or in person at the Administrative Office.

During the annual renewal period, separate instructions will be furnished to the Sea Pines Public Service Administrative Office.

5.12.6 Expiration.

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decals must be scraped and returned to the Security Department Administrative Office.

5.12.7 Charge.

There is no charge to the employee for their decal or a replacement.

5.13 Sea Pines-Forest Beach Fire Department Employees (Island Resident Decals.

5.13.1 Eligibility.

Must be an employee of Sea Pines-Forest Beach Fire Department.

Island Resident decals will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is for the employee's transportation to and from work.

5.13.2 Number Authorized.

Two (2) decals may be issued to each employee. If a replacement decal is needed, the old decal (or pieces) must be turned in at the Security Administrative Office.

5.13.3 Verification.

Verification of employment will be accomplished by the Administrative Office Staff, of the Sea Pines Forest-Beach Fire Department.

5.13.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for a decal must be countersigned by the Chief/Asst. Chief (or their authorized representative) of the Sea Pines-Forest Beach Fire Department.

5.13.5 How Issued.

Must be applied for either by the Supervisor or in person at the Administrative Office.

During the annual renewal period, separate instructions will be

furnished to the Sea Pines-Forest Beach Fire Department.

5.13.6 Expiration.

These decals will expire annually, on the last day of November.

Upon termination of an employee, the decal must be scraped and returned to the Security Department Administrative Office.

5.13.7 Charge.

There is no charge to the employee for their decal or a replacement.

5.14 Commercial Decals.

Commercial decals authorize entry Monday thru Saturday, 7:00 a.m. to 7:00 p.m. Entry is not allowed on Sunday or between the hours of 7:00 p.m. to 7:00 a.m. except as authorized by the the Director of Security. A special "strip" may be authorized in some cases which will allow entry from 7:00 a.m. to 9:30 p.m. and Monday thru Sunday. Dther persons wishing to enter the Plantation after these hours, and for business purposes only, must stop at the Security office for clearance.

5.14.1 Definition.

A commercial decal is required by all persons doing business inside Sea Pines Plantation.

5.14.2 Number Authorized.

There is no restriction on the number of commercial decals, except as noted.

5.14.3 Expiration.

Commercial decals will expire annually, on the last day of November.

5.14.4 Charge.

Charges for commercial decals are placed in six (6) general categories:

	ANNUAL CHARGE.
Employees of Sea Pines Property Owners	$ 0.00
Newspaper Delivery Persons	0.00
Employees of Sea Pines Merchants	25.00
Autos, pick-up trucks and similar size vehicles	50.00
Vehicles with six (6) wheels (Dual wheel)	150.00
Vehicles with more than (6) wheels	250.00

The above charges are normally pro-rated (half-price) in June of each year. (Employees of Sea Pines Merchants to the next highest dollar.)

5.14.5 Employees of Sea Pines Property Owners.

5.14.5.1 Eligibility

Limited to those individuals who work for one or more Sea Pines Property Owner a minimum of three days per week. To include but not limited to, maids. Nurses in special cases as approved by the Director.

A decal in this category will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is intended for the employees transportation to and from work.

5.14.5.2 Number Authorized.

Limited to one decal. If a replacement is needed, the old decal (or pieces) must be turned in at the Security Administrative Office. This decal cannot be placed on a "commercial type" vehicle, (i.e. vehicles with logos, or more than 4 wheels, etc.)

5.14.5.3 Verification.

Verification will be accomplished by the Administrative Office Staff.

5.14.5.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for the decal must be countersigned by the Sea Pines Property Owner(s), indicating the number of days per week the applicant works for them and in what capacity.

5.14.5.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been complied with.

5.14.6 Employees of Sea Pines Merchants.

5.14.6.1 Eligibility.

Limited to those individuals who are employees of one of the following:

Baileys
Capin's Pharmacy
Camp Hilton Head
Cafe Europa

C.Q's
Dimatech
Fashion Court
Grocery Bag
Harbour Lights
Harbour Town Grill
Harbour Town Crafts
Harbour Town Marina
Knickers
Le Petit Bateau
Crazy Crab
Demers Gallery
Gatlin's Fine Food
Hales
Harbour Town Bike Rental
Harbour Town Wine & Spirits
Harbour Town Antiques
Harbour Shop
Land's End Tavern
Marriott Ownership Resorts, Inc. ("MORI")
Slight Indulgence
Sandpiper
University Shop
Signes
Shoes, Etc.

A decal in this category will not be issued for "commercial type" vehicles or RVs and are not intended to be used for any commercial use within the Plantation, it is intended for the employees transportation to and from work.

5.14.6.2 Number Authorized.

Limited to one decal. If a replacement is needed, the old decal (or pieces) must be turned in at the Security Administrative Office. This decal cannot be placed on a "commercial type" vehicle, (i.e. vehicles with logos, or more than 4 wheels, etc.)

5.14.6.3 Verification.

Verification will be accomplished by the Administrative Office Staff.

5.14.6.4 Documents Required.

To receive a decal, a valid vehicle registration (or copy) must be presented. The vehicle must be registered to the employee (or spouse). The application for the decal must be countersigned by the Sea Pines Merchant, indicating if the employee is required to work on Sundays (so a strip may be issued if needed).

5.14.6.5 How Issued.

The decal may be issued in person or by mail provided the above procedures have been complied with.

5.15 MOPED Decals

Specific instructions regarding the issuance of permits for the operation of MOPEDS within Sea Pines Plantation are contained in Section VII of this manual. General instructions for the issuance of decals are listed below:

5.15.1 Eligibility.

Decals will be issued only to Sea Pines Plantation property owners and a number of employees equal to those currently having MOPED licenses.

5.15.2 Number Authorized.

Limited to a total of 150 MOPEDS within the Plantation at any one time.

5.15.3 Verification.

Verification of eligibility will be the responsibility of the Administrative Office Staff. A physical inspection of the MOPED will be made by an authorized Sea Pines Security Officer to determine the brake horse power and condition of the vehicle for safe operation within the Plantation and to insure that it complies with the provisions of Section VII of this manual.

5.15.4 Documents Required.

To receive a decal, proof of ownership by a person eligible as provided for in paragraph 5.13.1 above may be required.

5.15.5 How Issued.

The decal must be issued in person in order that the physical inspection of the MOPED may be accomplished.

5.15.6 Expiration.

These decals will expire annually, on the last day of November.

5.15.7 Charge.

There is no charge for these decals.

J. S & P/J P S

Vault

FILED AT 5:00 O'CLOCK P M
BEAUFORT COUNTY S. C.
DEC 3 0 1988
RECORDED IN BOOK 514 PAGE 1161
Floyd D. Dalton
REGISTER OF MESNE CONVEYANCE

JSP-007

589/ 1907

9628

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ASSIGNMENT OF RIGHTS

FOR TEN AND NO/100 ($10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, R. GEOFFREY LEVY, Trustee in Bankruptcy for Hilton Head Liquidation Corp., a South Carolina corporation (hereinafter "Trustee") does hereby convey, assign and release unto SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation, (hereinafter "Sea Pines") the following rights and interests:

All rights held, owned, possessed, controlled or exerciseable by the Trustee, as successor in interest to and on behalf of the Sea Pines Plantation Company, Sea Pines Company, Sea Pines Company, Inc. and Hilton Head Liquidation Corp. f/k/a Sea Pines Plantation Company, all of which are debtors in various bankruptcy actions filed under Chapter 11 of the United States Bankruptcy Code, and their subsidiaries, predecessors in interest (including Lighthouse Beach Company, Sea Pines Land Company, Inc., the Hilton Head Company, the Hilton Head Land Company, the Sea Pines Plantation Company, Inc., Charles E. Fraser, J. B. Fraser, J. B. Fraser, Jr., Olin S. Fraser, G. B. Boroughs, F. F. Rambo and Mrs. Pearl C. Fraser) and affiliated Companies, including all rights as grantor, company or declarant under various recorded and unrecorded deeds and land use covenants and declarations thereof, including all rights of repurchase and all rights of review and approval of architectural plans, utility systems, signage and plot plans (hereinafter "Declarant Rights"), for all of Sea Pines Plantation and for those other areas of Hilton Head Island, South Carolina more particularly designated on that Plat attached hereto as Exhibit "A" and incorporated herein by reference, including all of the property bordering Greenwood Drive and Pope Avenue not heretofore conveyed to third parties by the Trustee and the property bordering Cordillo Parkway known as the First Baptist Church property, the Fraser Presbyterian Conference Center property (Christian Conference Center property) and the commercial land in Palm Forest Subdivision, and certain other property including the Hilton Head Inn property and Forest Beach Tennis Courts area.

It is the intent of the parties that the Trustee convey hereby to Sea Pines all Declarant Rights for Sea Pines Plantation except for those under the 1967 and 1974 Sea Pines Covenants which have heretofore been conveyed to Community Services Associates, Inc., by document dated in December, 1988.

Executed this 12 day of January, 1989.

TRUSTEE

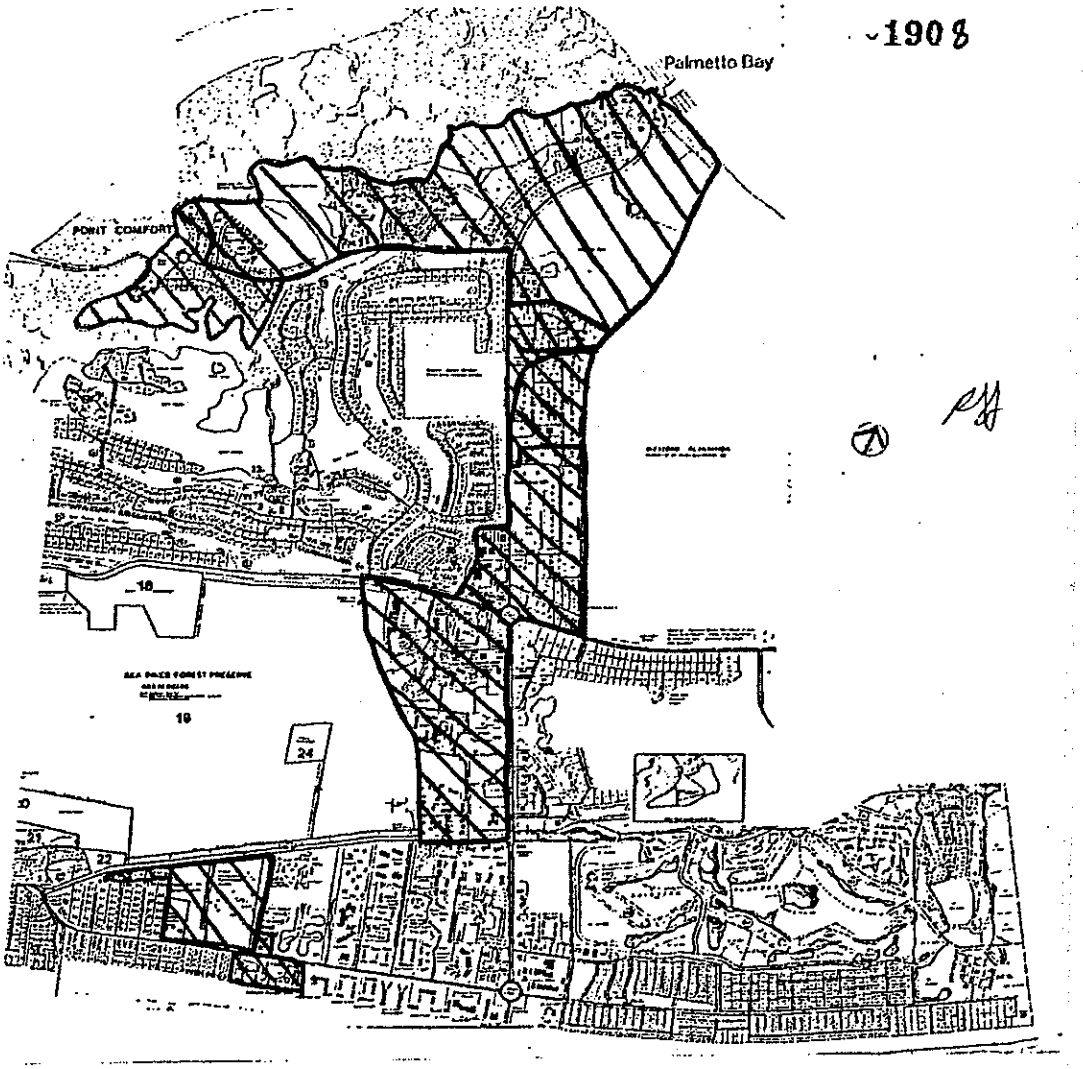
By: _____
R. Geoffrey Levy

_____

_____

Exhibit A to Assignment
of Declarant Rights

-1908



Indicates areas where Declarant Rights are being conveyed by Trustee to Sea Pines

1909

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 Hilton Head Liquidation Corp., a South Carolina corporation, by its appropriate officers, sign, seal, and as its act and deed, deliver the within written Instrument, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Mary Ann

SWORN to before me this 12th day of January 1989.

Notary Public for South Carolina
My Commission Expires: 8-10-97

9 S+P

FILED AT 11:07 O'CLOCK A M
BEAUFORT COUNTY S. C.
RECORDED IN BOOK 520 PAGE 1907
JAN 17 1989
Floyd S. Dalton
REGISTER OF MESNE CONVEYANCE

07941

RC.ODR

1078

STATE OF SOUTH CAROLINA)
) RESTRICTIVE COVENANT
COUNTY OF BEAUFORT)

This Restrictive Covenant is made this 19th day of March, 1990 by Outdoor Recreation Services, Inc. (hereinafter referred to as "Covenantor").

W I T N E S S E T H:

WHEREAS, Covenantor is the owner of that certain piece, parcel and tract of land described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property");

WHEREAS, for value received from Community Services Associates, Inc. ("CSA"), Covenantor has agreed to encumber the Property with certain restrictive covenants set forth hereinbelow;

NOW, THEREFORE, in consideration of the sum of Ten Thousand and 00/100 ($10,000.00) Dollars, paid to Covenantor by CSA, the receipt and adequacy of which is hereby acknowledged, Covenantor for itself and its successors and assigns does hereby encumber and restrict the Property as follows:

1. Neither Covenantor nor its successors or assigns in title to the Property shall, for a period of ninety-nine (99) years from the date of execution hereof, use or permit the use of the Property for a garden golf facility, a miniature golf facility, or a like family-oriented outdoor recreation facility; provided, however, that this restrictive covenant and prohibition of use shall not be deemed to include a golf course driving range, putting green, or other support facilities for a fifth golf course.

2. This restrictive covenant is intended to run with the land during the ninety-nine (99) year term hereof at the end of which term this restrictive covenant shall terminate and become void and of no further force and effect.

WITNESS the execution hereof the date first above written.

OUTDOOR RECREATION SERVICES, INC.

Marjorie Anne Bussey

BY: Chas E. Frazer President

ATTEST: N/A

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that he saw the within named OUTDOOR RECREATION SERVICES, INC. by CHARLES E. FRASER, its PRESIDENT, sign the within written document and N/A, its N/A attest the same, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

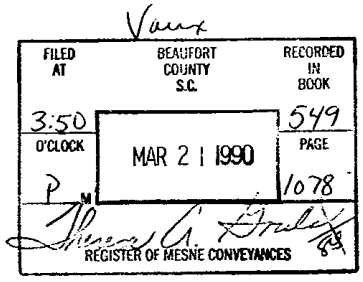
Sworn to before me this
19th day of March, 1990

Marjorie Anne Bussey
(witness)

Notary Public for South Carolina
My Commission expires: 11/29/93

EXHIBIT "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being described as Parcel "A" containing 7.974 acres as shown on a plat prepared by Jerry L. Richardson, S.C. RLS #4784, dated August 25, 1976, and revised March 31, 1977, entitled "A Plat of a Portion of Sea Pines Plantation Commercial and Outdoor Recreation Zone", said Plat being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 25 at Page 136.



549/1081

07942

RC.FF

STATE OF SOUTH CAROLINA)
) RESTRICTIVE COVENANT
COUNTY OF BEAUFORT)

1081

This Restrictive Covenant is made this 19th day of March, 1990 by FRASER FAMILY IRREVOCABLE TRUST OF 1987 by and through its Trustees, Mary Wyman Stone Fraser (Mrs. Charles E. Fraser), Laura Lawton Stone Fraser, and Mary Wyman Stone Fraser Davis (formerly Mary Wyman Stone Fraser II); Charles E. Fraser; Mary Wyman Stone Fraser (Mrs. Charles E. Fraser), individually; Mary Wyman Stone Fraser Davis (formerly Mary Wyman Stone Fraser, II), individually; Laura Lawton Stone Fraser, individually; and the Atlantic Beach Club, Inc. (hereainfter collectively referred to as "Covenanters").

W I T N E S S E T H:

WHEREAS, for value received from Community Services Associates, Inc. ("CSA"), Covenantors have agreed to execute this Restrictive Covenant so as to restrict the use of any property owned by the Covenantors within Sea Pines Plantation on Hilton Head Island, South Carolina ("Sea Pines") or on any lands within Sea Pines in which they individually or collectively own or control a one-half or greater undivided fee simple interest;

NOW, THEREFORE, in consideration of the sum of Five Thousand and 00/100 ($5,000.00) Dollars to them in hand paid by CSA, the receipt and adequacy of which is hereby acknowledged, Covenantors do hereby covenant and agree as follows:

1. For a period of ninety-nine (99) years from the date of execution hereof, Covenantors shall not use or permit the use for a garden golf facility, a miniature golf facility, or a like family-oriented outdoor recreation facility of any real property owned by Covenantors within Sea Pines or on any lands within Sea Pines in which the Covenantors individually or collectively own or control a one-half or greater undivided interest in fee simple, except and excluding therefrom any land comprising the Fifth Golf Course or any other outdoor recreational amenities contemplated for that 172/584.77th (29.4133%) interests of the Sea Pines Forest Preserve designated or to be designated as the Outdoor Recreation Zone as described and contemplated in that certain Agreement to Cancel Deeds and Co-Tenancy Agreement dated November 11, 1987 and recorded in the RMC Office for Beaufort County, South Carolina in Deed Book 498 at Page 794; provided, however, that there shall be no garden golf or miniature golf in said Outdoor Recreation Zone.

2. This restrictive covenant is intended to be personal to the Covenantors and to last for a term of ninety-nine (99) years or the death or dissolution of the last surviving Covenantor whichever occurs first, at which time this Covenant shall terminate and become void and of no further force and effect.

WITNESS the execution hereof as of the date first above written.

WITNESSES

Marjorie Anne Bussey

Marjorie Anne Bussey

Marjorie Anne Bussey

Marjorie Anne Bussey

Marjorie Anne Bussey

Marjorie Anne Bussey

Marjorie Anne Bussey

Marjorie Anne Bussey

FRASER FAMILY IRREVOCABLE TRUST OF 1987

BY: Mary Wyman Stone Fraser - Trustee
Mary Wyman Stone Fraser, Trustee (a/k/a Mrs. Charles E. Fraser)

BY: Laura Lawton Stone Fraser, Trustee
LAURA LAWTON STONE FRASER, Trustee

BY: Mary Wyman Stone Fraser Davis by her attorney in fact Charles E. Fraser
MARY WYMAN STONE FRASER DAVIS, Trustee (a/k/a Mary Wyman Stone Fraser, II)

Charles E. Fraser
CHARLES E. FRASER, INDIVIDUALLY

Mary Wyman Stone Fraser
MARY WYMAN STONE FRASER (a/k/a Mrs. Charles E. Fraser) Individually

Laura Lawton Stone Fraser
LAURA LAWTON STONE FRASER, Individually

Mary Wyman Stone Fraser Davis by her attorney in fact Charles E. Fraser
MARY WYMAN STONE FRASER DAVIS, Individually (a/k/a Mary Wyman Stone Fraser, II

ATLANTIC BEACH CLUB, INC.

BY: Charles E Fraser President

ATTEST: Mary Wyman Stone Fraser - Sec.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that he saw the within named FRASER FAMILY IRREVOCABLE TRUST OF 1987 by its Trustees, Mary Wyman Stone Fraser (a/k/a Mrs. Charles E. Fraser); Laura Lawton Stone Fraser; Mary Wyman Stone Fraser Davis (a/k/a Mary Wyman Stone Fraser, II) by her attorney in fact, Charles E. Fraser, sign, seal and as its act and deed deliver the within written document and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Sworn to before me this
15th day of March, 1990

Marjorie Anne Bussey
(witness)

Notary Public for South Carolina
My Commission expires: 11/25/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that (s)he saw the within named CHARLES E. FRASER sign, seal and as his act and deed deliver the within written document, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Sworn to before me this
15th day of March, 1990

Marjorie Anne Bussey
(witness)

Notary Public for South Carolina
My Commission expires: 11/25/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that (s)he saw the within named MARY WYMAN STONE FRASER (a/k/a Mrs. Charles E. Fraser) sign, seal and as her act and deed deliver the within written document, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Sworn to before me this
15th day of March, 1990

Marjorie Anne Bussey
(witness)

Notary Public for South Carolina
My Commission expires: 11/25/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that (s)he saw the within named LAURA LAWTON STONE FRASER sign, seal and as her act and deed deliver the within written document, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Marjorie Anne Bussey
(witness)

Sworn to before me this
19th day of March, 1990

Notary Public for South Carolina
My Commission expires: 11/29/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY who on oath, says that (s)he saw the within named MARY WYMAN STONE FRASER DAVIS (a/k/a Mary Wyman Stone Fraser II) by her attorney in fact, Charles E. Fraser, sign, seal and as her act and deed deliver the within written document, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Marjorie Anne Bussey
(witness)

Sworn to before me this
19th day of March, 1990

Notary Public for South Carolina
My Commission expires: 11/29/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that (s)he saw the within named ATLANTIC BEACH CLUB, INC. by its officers sign, seal and as its act and deed deliver the within written document, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Marjorie Anne Bussey
(witness)

Sworn to before me this
19th day of March, 1990

Notary Public for South Carolina
My Commission expires: 11/29/93

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
3:50		549
O'CLOCK P M	MAR 21 1990	PAGE 1681

REGISTER OF MESNE CONVEYANCES

549/1085

07943

1085

RC.TCS

STATE OF SOUTH CAROLINA)
) RESTRICTIVE COVENANT
COUNTY OF BEAUFORT)

This Restrictive Covenant is made this 19th day of March, 1990 by CHARLES E. FRASER, AS RECEIVER FOR TWIN CITIES SAVINGS BANK, its successors and assigns (hereinafter singly referred to as "Receiver") and SIX OAKS CEMETERY CORPORATION (hereinafter singly referred to as "Six Oaks"), as their respective interests may appear (Receiver and Six Oaks are hereinafter collectively referred to as "Covenantors").

W I T N E S S E T H:

WHEREAS, Receiver is the owner of record of that certain piece, parcel and tract of land described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Six Oaks Park"); and

WHEREAS, Six Oaks is the owner of record of that certain piece, parcel and tract of land described in Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as "Six Oaks Cemetery"); and

WHEREAS, for value received from Community Services Associates, Inc. ("CSA"), Covenantors have agreed to respectively encumber the Six Oaks Park and the Six Oaks Cemetery with certain restrictive covenants set forth hereinbelow;

NOW, THEREFORE, in consideration of the sum of Ten Thousand and 00/100 ($10,000.00) Dollars, paid to Covenantors by CSA, the receipt and adequacy of which is hereby acknowledged, Receiver for himself and his heirs, successors and assigns does hereby encumber and restrict Six Oaks Park and Six Oaks for itself and its successors and assigns does hereby encumber and restrict Six Oaks Cemetery as follows:

1. Neither Covenantors nor their respective heirs, successors or assigns in title to the Six Oaks Park and Six Oaks Cemetery shall, for a period of ninety-nine (99) years from the date of execution hereof, use or permit the use respectively of either the Six Oaks Park or the Six Oaks Cemetery for a garden golf facility, a miniature golf facility, or a like family-oriented outdoor recreation facility. This Restrictive Covenant is not intended to restrict use of Six Oaks Cemetery as a cemetery.

2. This restrictive covenant is intended to run with the land during the ninety-nine (99) year term hereof at the end of which term this restrictive covenant shall terminate and become void and of no further force and effect.

WITNESS the execution hereof the date first above written.

CHARLES E. FRASER, AS RECEIVER
FOR TWIN CITIES SAVINGS BANK,
ITS SUCCESSORS AND ASSIGNS

Marjorie Anne Bussey

BY: Chas E. Fraser Receiver

SIX OAKS CEMETERY CORPORATION

Marjorie Anne Bussey

BY: Chas E Fraser President

ATTEST:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that he saw the within named CHARLES E. FRASER, AS RECEIVER FOR TWIN CITIES SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS, sign, seal and as his act and deed deliver the within written document and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Sworn to before me this
19th day of March, 1990

Marjorie Anne Bussey
(witness)

Notary Public for South Carolina
My Commission expires: 11/29/93

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE 1087

PERSONALLY appeared before me MARJORIE ANNE BUSSEY, who on oath, says that he saw the within named SIX OAKS CEMETERY CORPORATION by its officers sign, seal and as its act and deed deliver the within written document, and that (s)he with SAMUEL J. MORRIS, III witnessed the execution thereof.

Sworn to before me this
19th day of March, 1990

Marjorie Anne Bussey
(witness)

Notary Public for South Carolina
My Commission expires: 11/09/93

EXHIBIT "A"

1088

ALL that certain piece, parcel or tract of land consisting of 12.05 acres more or less shown and described as Six Oaks Park on that plat entitled "A Plat of Six Oaks Cemetery and Six Oaks Park" dated March 21, 1973, revised May 1, 1973, last revised November 12, 1974, prepared by Jerry L. Richardson, S.C. RLS #4784 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 58 and rerecorded on November 21, 1974 in Plat Book 23 at Page 41.

EXHIBIT "A"

EXHIBIT "B"

1089

ALL that certain piece, parcel and tract of land lying and situate on Hilton Head Island Beaufort County, South Carolina, commonly known as Six Oaks Cemetery, consisting of 11.46 acres more or less, including a 3.02 acre parcel, and excluding a 50' wide access road to Six Oaks Park all as more particularly shown and described on that certain plat of survey entitled "A Plat of Six Oaks Cemetery and Six Oaks Park" by Jerry L. Richardson, S.C. RLS #4784 dated March 21, 1973, revised May 1, 1973 last revised November 12, 1974 and recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 21 at Page 58.

FILED AS BEAUFORT COUNTY S.C. RECORDED IN BOOK
3:50 O'CLOCK P M
MAR 2 1 1990
549 PAGE 1085
REGISTER OF MESNE CONVEYANCES

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ASSIGNMENT OF RIGHTS

07445

THIS ASSIGNMENT OF RIGHTS (hereinafter "Assignment") made this 25th day of September, 1990 by and between SEA PINES PLANTATION COMPANY, INC. a South Carolina corporation (hereinafter "Assignor") and COMMUNITY SERVICES ASSOCIATES, INC., a South Carolina non-profit corporation (hereinafter "Assignee").

W I T N E S S E T H:

WHEREAS, on December 7, 1971, Sea Pines Plantation Company, now known as Hilton Head Liquidation Corp., created that certain Declaration of Covenants and Restrictions for Deer Island, Hilton Head Island, South Carolina, and Provisions for the Sea Pines Deer Island Owners' Association, Inc., executed by Sea Pines Plantation Company and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 193 at Page 1728; and

WHEREAS, by reason of bankruptcy proceedings involving Hilton Head Holdings Corporation, debtor in Case Number: 86-03871, U.S. Bankruptcy Court, District of South Carolina as well as Hilton Head Liquidation Corp., Case Number 86-03885, U.S. Bankruptcy Court, District of South Carolina, the Assignor herein, namely, Sea Pines Plantation Company, Inc. was assigned numerous and various rights involving interest(s) in properties located within Sea Pines Plantation, Hilton Head Island, South Carolina including all declarant's rights under the aforesaid Declaration of Covenants and Restrictions for Deer Island; and

WHEREAS, pursuant to such Declaration of Covenants and Restrictions, Sea Pines Plantation Company, its successors and assigns, retained voting rights with regard to the Sea Pines Deer Island Owners' Association and its members, as set forth in the referenced Declaration, both of which (Declaration and Exhibit A attached thereto) are incorporated and made a part hereof by reference; and

WHEREAS, more specifically, Assignor, by reason of Article III, Membership and Voting Rights in the Association (a part of said Declaration), was described as a member of the Sea Pines Deer Island Owners' Association, vested with voting rights set forth in Section 2. Voting Rights, of said Article III; and

WHEREAS, such voting rights arise by reason of the Assignor being a Class "B" Member of the Association, all other property owners and members of the Association being Class "A" members; and

WHEREAS, the Assignor desires to assign all of its rights and obligations associated with its status as a member, Class "B" or otherwise, of said

Association and all those other rights and obligations of Assignor, if any, under said Declaration of Covenants and Restrictions; and

WHEREAS, the Assignee is willing to accept those rights and obligations (voting and otherwise) described, with all duties and responsibilities attendant thereto,

NOW THEREFORE, know all men by these presents that Sea Pines Plantation Company, Inc., for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid at and before the sealing of these presents by Community Services Associates, Inc., receipt and sufficiency of such consideration being hereby acknowledged, has granted, bargained, sold and/or otherwise conveyed, all those certain rights and obligations described herein as stated, created and provided for in that certain Declaration of Covenants and Restrictions For Deer Island, Hilton Head Island, South Carolina and Provisions for the Sea Pines Deer Island Association Owners' Association, Inc., referenced herein and incorporated hereby.

FURTHER, the Assignee herein, Community Services Associates does hereby agree to hold harmless, Sea Pines Plantation Company, Inc., and to defend it from any, against any and all liability(ies) whatsoever which may arise by reason of such rights and obligations and the within assignment.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the 25 day of September, 1990.

AS TO ASSIGNOR
Signed, sealed and delivered
in the presence of

Witness

Witness

ASSIGNOR
SEA PINES PLANTATION COMPANY, INC.

BY: _____
Its President

ATTEST: _____
Asst. Secy

AS TO ASSIGNEE
Signed, sealed and delivered

Witness

Witness

ASSIGNEE
COMMUNITY SERVICES ASSOCIATES, INC.

BY: Howard A. Blair
Its President

ATTEST: _____ Sec.

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me AMY KANE, who on oath says that she saw the within **SEA PINES PLANTATION COMPANY, INC., a South Carolina corporation,** by CLIFTON B. CHARNES, Its President, and attested to by Its Secretary, Carol P. Cramer, sign the within written instrument, and as Its act and deed, deliver the same, and that she with Carol Lindberg witnessed the execution thereof.

SWORN TO before this 25th
day of September, 1990.

Carol Lindberg (L.S.)
Notary Public for South Carolina
My Commission Expires: My Commission Expires June 17, 1996

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me ROBERTS VAUX, who on oath says that he saw the within **COMMUNITY SERVICES ASSOCIATES, INC., a South Carolina corporation,** by HOWARD A. BLAIR, Its President, and attested to by HERBERT M. HUCKS, Secretary, sign the within written instrument, and as Its act and deed, deliver the same, and that he with Karen Winkel witnessed the execution thereof.

SWORN TO before this 25th
day of September, 1990.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 8-21-95

Vaux - HH

FILED AT 10:43 O'CLOCK A M
COUNTY S.C.
APR 2 1991
RECORDED IN BOOK 572 PAGE 2416
REGISTER OF CONVEYANCE

F:WORD.CLIENTS.88-653-Deedstand

JSP(MSS)172

875

TOW

657

AMENDMENT

STATE OF SOUTH CAROLINA)
) AMENDMENT TO DECLARATION
) OF COVENANTS AND RESTRICTIONS OF
) SEA PINES PLANTATION COMPANY, INC.
COUNTY OF BEAUFORT)

THIS DECLARATION, made as of the 1st day of December, 1989, by Sea Pines Plantation Company, Inc., a South Carolina corporation (hereinafter referred to as "SPPCI").

WHEREAS, the Declaration of Covenants and Restrictions of Sea Pines Plantation Company, Inc., dated September 7, 1974 was recorded in the office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 224 at Page 1036 on October 7, 1974 (hereinafter referred to as the "Covenants"); and

WHEREAS, Article I (j) provides for a Referendum wherein Participating Property owners, as defined in the Covenants, may vote by mail ballots on certain actions and in the event seventy-five (75%) percent of the votes actually returned to the Company or other properly appointed authority within the specified time shall be in favor of such action, the action voted upon will be deemed to have been authorized by the Participating Property Owners and will become effective as an amendment to the Covenants if approved by the Company; and

WHEREAS, by that certain "Assignment of Rights" dated november 17, 1987 and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 490 at Page 712, by and between John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation and Sea Pines Plantation Company, Inc., SPPCI was assigned certain rights under the Covenants including the right to call and approve a Referendum; and

WHEREAS, a Referendum was called by SPPCI in accordance with a Notice of Referendum dated September 12, 1989; and

WHEREAS, the Notice described the within Amendment; and

WHEREAS, the within Amendment was approved by ninety-five (95%) percent of the Participating Property Owners as certified to by Price Waterhouse, Certified Public Accountants; and

WHEREAS, in accordance with the approval of the Participating Property Owners resulting from the Referendum, SPPCI now desires to approve the within Amendment to the Covenants as hereinafter provided.

NOW, THEREFORE, the Covenants are hereby amended as follows:

1. That the above "WHEREAS" clauses are hereby incorporated in this Amendment as if restated.

2. The first sentence of Article II, Paragraph C., Subparagraph (8) is hereby deleted and the following language inserted in its stead:

The Sea Pines Club Course shall continue to be a private golf course for the exclusive use of members of the Sea Pines Club and their guests. Membership in the Sea Pines Club shall not be afforded to any person who is not either: (a) an owner of a residential lot or family dwelling unit within Sea Pines Plantation; or (b) an owner of property at The Seabrook of Hilton Head who is a member in good standing of the Sea Pines Club immediately prior to his or her relocation to The Seabrook of Hilton Head. For purposes of the foregoing sentence, The Seabrook of Hilton Head shall be defined as that certain retirement facility located on Woodhaven Drive, Hilton head Island, South Carolina; or (c) a full time resident of any other retirement facility located on Hilton Head Island, South Carolina and approved by the Board of Governors of the Sea Pines Club as a qualifying retirement facility for purposes of this provision provided that such person had been a member in good standing of the Sea Pines Club and an owner of property within Sea Pines Plantation immediately prior to his or her relocation to such qualifying retirement home.

2. Except as previously modified or supplemented, all of the provisions of the Covenants are hereby restated and reaffirmed.

IN WITNESS WHEREOF, Sea Pines Plantation Company, Inc., by its duly authorized officers, has caused this instrument to be executed and its corporate seal to be hereto affixed, as of the day and year first above written.

WITNESSES:

Carol Lindberg Smith

Amy Milbrandt

SEA PINES PLANTATION COMPANY, INC.

BY: Clifton B Chaney, President

ATTEST: Carol P Capps

Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Amy Milbrandt, who, on oath, says that (s)he saw the within named SEA PINES PLANTATION COMPANY, INC. by Clifton B. Charnes, its President, sign the within document, and Carol P Cramer, attest the same, and that (s)he with Carol Lindberg Smith witnessed the execution thereof.

Amy Milbrandt
Witness

SWORN TO BEFORE ME
this 30th day of Dec., 1991.

Carol Lindberg Smith
Notary Public for South Carolina
My Commission Expires: My Commission Expires June 17, 1996

legal\covenants.doc

JSP

FILED AT 10:05 O'CLOCK A M | BEAUFORT COUNTY S.C. JAN 8 1992 | RECORDED IN BOOK 590 PAGE 875

REGISTER OF MESNE CONVEYANCES

S/SPS

626/2439

2439

16004

BJBG:CSE:TI:M.2:\MARRIOTT\RENEW.005
Final (4/21/93)

STATE OF SOUTH CAROLINA	)	RESTATEMENT AND MODIFICATION
	)	OF NON-EXCLUSIVE EASEMENT
COUNTY OF BEAUFORT	)	AND CONVEYANCE OF RIGHTS

THIS EASEMENT AGREEMENT entered into by and among COMMUNITY SERVICES ASSOCIATES, INC. ("CSA"), and MARRIOTT OWNERSHIP RESORTS, INC. ("MORI") effective this 12th day of May, 1993.

W I T N E S S E T H:

WHEREAS, MORI is the owner of certain real property located on Hilton Head Island, Beaufort County, South Carolina, formerly known as the Hilton Head Inn site, and currently being developed by MORI for its project known as the Grande Ocean Resort, a legal description of said real property being attached hereto and incorporated herein as Exhibit "A" (the "Property"); and

WHEREAS, CSA is the successor in title and interest to certain facilities, improvements, easement rights, and other property rights within Sea Pines Plantation; and

WHEREAS, the subject Property previously has been benefitted by an easement appurtenant thereto originally granted by a predecessor in title to CSA to a predecessor in title to MORI, said easement having been recorded on November 10, 1975, in Deed Book 232 at Page 1643 (the "Original Easement"); and

WHEREAS, the parties hereto have had discussions about certain modifications to the terms and conditions of the Original Easement and desire to restate and modify the easement rights set forth in the Original Easement in this Easement Agreement.

NOW, THEREFORE, the premises considered and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS and other valuable consideration paid to it, and the mutual covenants and conditions set forth herein, CSA does grant, bargain, sell and convey unto MORI, its successors and assigns, directly and severally for the use and benefit of the users of the improvements on, and appurtenant to, the Property, the following rights and easements in property owned by CSA and located in Sea Pines Plantation:

BETHEA, JORDAN & GRIFFIN, P.A.
ATTORNEYS AND COUNSELORS AT LAW

1. A non-exclusive easement to use the roads, bike paths and trails now existing and to be constructed within Sea Pines Plantation. Any of the bike trails, trails or other facilities within the Plantation that are limited in use to property owners and their guests would be exempted from this paragraph.

2. A non-exclusive easement to use the roads and ways to provide the users of the future improvements on the Property, access to all public restaurants, public shops, other public recreational facilities, and public facilities within Sea Pines Plantation. Public, as defined not only within this paragraph but within this document, shall be deemed to mean those persons who are non-property owners within the Plantation.

3. The non-exclusive right to use all public facilities within Sea Pines Plantation whether now existing or hereafter constructed.

The within rights and easements herein conveyed are subject to the following specific restrictions and limitations:

A. CSA, as its interest may appear, expressly reserves the right to change from time to time, the location of all roads, bike paths and trails, provided reasonable alternative routes are built, in order to provide for the further orderly development of Sea Pines Plantation.

B. Said rights and easements are non-exclusive and MORI recognizes that CSA may have granted said non-exclusive rights previously to other parties and may grant non-exclusive rights to other parties in the future.

C. As additional consideration for the aforementioned rights and easements, MORI agrees that in order to provide a community fund for private road maintenance, roadside landscaping, insect control, security and other community services ("Community Services") for Sea Pines Plantation, MORI shall pay to CSA, an annual Community Services Assessment" of $8.00 per each timeshare interest consisting of a timeshare period of unit week each in MORI's planned project known as Grande Ocean Resort on the Property for the balance of calendar year 1993, $10.00 per each timeshare interest for 1994, and commencing January 1, 1995, an assessment equal to $12.00 per each timeshare interest week adjusted, said amount adjusted per Paragraph D. set forth below. The obligation to make such payment shall be a covenant running with the land. This assessment shall commence as of such time as

BETHEA, JORDAN
& GRIFFIN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW

the construction of a unit is completed upon the Property, i.e., issuance of a Certificate of Occupancy by the requisite municipal authorities. This Agreement shall be effective as of the date of the payment, and shall be held in abeyance until such time. Such assessment shall be pro-rated on an annual basis as it relates to the timing of such construction completion. It is understood by MORI that CSA assumes the obligation to furnish Community Services in Sea Pines Plantation only to the extent that the cost of such services can be defrayed by the proceeds from the aforesaid Community Services Assessments as provided herein. Assessments stipulated herein shall be in lieu of all plantation wide maintenance assessments and/or all annual security payments for such services in Sea Pines Plantation for which provision has been made in recorded deed covenants and other existing agreements if any. ~~Additionally, any covenant shall be placed of record and shall run with the land, providing that the rights granted herein shall be subject to and in accordance with the Date Password Deed Policy of Sea Pines Plantation, as existing on this date a copy of which is attached hereto as Exhibit "B".~~ CSA hereby agrees to place such funds in an account and to utilize such funds exclusively for the purposes stated herein.

D. In determining the amount of the annual Community Services Assessment for any current year, CSA may in its discretion, set an amount different from the immediately preceding year's annual Community Services Assessment by as much as the percentage of change in the Consumer Price Index, all items--all groups (1967 = 100) for the immediately preceding year. The maximum amount of each such incremental change in annual Community Services Assessment shall be determined by multiplying the previous year's annual Community Services Assessment by the percentage change in the Consumer Price Index.

E. This Easement Agreement supersedes any and all understandings and agreements by and between the parties and constitutes the sole and entire agreement by and between the parties relating to the subject matter. This Agreement is intended to supersede and replace the Original Easement referenced hereinabove. This Agreement is binding upon the successors and assigns and successors in title of all parties hereto.

F. MORI agrees that any person executing a contract to purchase property within the Property and any prospects for purchase, shall gain access to Sea Pines Plantation, only by the purchase of a Three Dollar ($3.00) daily pass, from CSA until such time as a Certificate of Occupancy has been granted.

BETHEA, JORDAN & GRIFFIN, P.A.
ATTORNEYS AND COUNSELORS AT LAW

G. Access to the Plantation for those persons having access privileges during a particular week shall be by Guest Pass only supplied by CSA. Should MORI wish to issue identification cards to Grande Ocean Resort Owners and guests, then such identification cards must be distinctive as compared to any other similar MORI identification cards and such cards shall not permit entry to the Plantation.

H. The annual assessment (beginning in January of the year following the issuance of the Certificate of Occupancy) is due on January 1st of each year and past due on January 31st of each year. The rights hereunder shall be suspended on February 15th of each year unless the annual assessments have been paid and shall remain suspended until paid together with interest at the rate of eight (8%) percent per annum on the unpaid balance.

IN WITNESS HEREOF, the undersigned parties have hereunto set their hands and seals effective the 12th day of May, 1993.

WITNESSES:

Marie A. Solomon

Kay D. Ponchney

COMMUNITY SERVICES ASSOCIATES, INC.

By: Edward Gibbons V.P.

Attest: James T. Cobey ARES

WITNESSES:

Ann M. Cobey

Allen J. Daniel

MARRIOTT OWNERSHIP RESORTS, INC.

By: Richard M. Edwards

Attest: Joseph D. Seals, Asst. Sec.

BETHEA, JORDAN & GRIFFIN, P.A.
ATTORNEYS AND COUNSELORS AT LAW

BJAG:CSG:YI:N.2:\MARRIOTT\RMMECR.005
Final (4/21/93)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me Missie A. Solomon who, on oath, says that s/he saw the within-named **COMMUNITY SERVICES ASSOCIATES, INC.** by its appropriate officers, sign, seal and as their act and deed, deliver the within written instrument, and that s/he, together with Gay D. Pinckney witnessed the execution thereof.

SWORN to before me this 12th day of May, 1993.

Missie A. Solomon
Witness

Joan Sherwood (SEAL)
Notary Public for South Carolina

My Commission Expires: 5-02-01

STATE OF FLORIDA)
)
COUNTY OF DADE) PROBATE

PERSONALLY appeared before me ALAN J. DANIEL who, on oath, says that s/he saw the within-named **MARRIOTT OWNERSHIP RESORTS, INC.** by its appropriate officers, sign, seal and as their act and deed, deliver the within written instrument, and that s/he, together with Ava N. Cotney witnessed the execution thereof. Who is personally known to me and did/~~did not~~ take an oath.

SWORN to before me this 29th day of April, 1993.

Alan J. Daniel
Witness

Kathryn C. Mincey (SEAL)
Notary Public for Florida
KATHRYN C. MINCEY
My Commission Expires:

OFFICIAL NOTARY SEAL
KATHRYN C MINCEY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. AA725651
MY COMMISSION EXP. DEC. 17,1993

CSG:YI:N.2:\MARRIOTT\RMMECR.005
April 21, 1993

BETHEA, JORDAN & GRIFFIN, P.A.
ATTORNEYS AND COUNSELLORS AT LAW

EXHIBIT "A"

ALL those certain pieces, parcels or tracts of land, together with improvements thereon, being the Hilton Head Inn (formerly William Hilton Inn) property, and comprised of a strip formerly the eastern fifty (50) feet of Alder Street, Tract 13-1 east of Tract C, D and 11-P-1, Tract E, the western portion of Strand Block 10-A-1, Strand Blocks 11 and 12, all located in Forest Beach, on Hilton Head Island, Beaufort County, South Carolina, and as shown on a plat of said property dated September 4, 1975, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book 26 at Page 73. Said property contains fifteen and two-tenths (15.2) acres, more or less, as shown on the said plat and is located generally southeast of the right-of-way of South Forest Beach Drive, generally northwest of the Atlantic Ocean, generally northeast of the remaining right-of-way of Alder Street and generally southwest by property now or formerly of Doughtie and Orr, and the eastern portion of Strand Block 10-A-1.

AND, ALSO, ALL that piece, parcel and lot of land, together with improvements thereon, lying, being and situate on Hilton Head Island, Beaufort County, South Carolina and being more particularly described as follows: Commencing at a point at the southwestern intersection of the right-of-way of South Forest Beach Drive and the proposed 100' right-of-way of Woodward Avenue and running N63°52'00"E for a distance of 100' to a tack in a tree root which is also in the northeastern intersection of the right-of-way of South Forest Beach and the proposed 100' right-of-way of Woodward Avenue which is the Point of Beginning. From the Point of Beginning thus described, run N26°08'00"W a distance of 250' to a concrete monument; thence run N26°08'00"W a distance of 100' to a concrete monument; thence turn and run N63°52'00"E a distance of 200' to a concrete monument; thence turn and run S26°08'00"E, a distance of 100' to a concrete monument; thence run S26°08'00"E, a distance of 150' to a tack in paving; thence turn and run S63°52'00"W a distance of 150' to a concrete monument; thence run S63°52'00"W a distance of 50' to the Point of Beginning. The property thus described being 2.07 acres, more or less, and being the same property shown as Parcel "B-1", Parcel "B" and Parcel "E" on a plat entitled "A Plat of Parcels 'B', 'B-1' and 'E', a Section of Forest Beach, prepared by Jerry L. Richardson, S.C.R.L.S. No. 4784 dated March 23, 1978 and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book 26 at Page 182.

AND, ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 17.469 acres, more or less, and being described as Parcel 1 on a plat entitled "Topographic & Boundary Survey of Parcels '1 & 3' Known as Hilton Head Inn" which plat was prepared by Thomas and Hutton Engineering Company and dated September 30, 1985, last revised November 16, 1985, and being certified to by William G. Foster, S.C.R.L.S. #2753. Said Parcel 1 is more particularly described as being bounded on the North for a distance of approximately 1,000 feet by South Forest Beach Drive; on the East for a distance of 734.8 feet, more or less, by the property now or formerly identified as the Adventure Inn; on the South by the mean high water mark of the Atlantic Ocean; and on the West for a distance of approximately 792.3 feet by Alder Street.

BJ; G

FILED
THERESA A. MORRIS
R.M.C.
BEAUFORT COUNTY, S.C. Mole

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STATE OF SOUTH CAROLINA	)	DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., WHICH CONSTITUTE COVENANTS, RUNNING WITH CERTAIN LANDS OF HILTON HEAD PREPARATORY SCHOOL, INC.
	)	
COUNTY OF BEAUFORT	)	
	)	
	)	

WHEREAS, HILTON HEAD PREPARATORY SCHOOL, INC. (hereinafter HHPS) is a corporation organized and existing under the Constitution and Statutes of the State of South Carolina; and,

WHEREAS, COMMUNITY SERVICES ASSOCIATES, INC. (hereinafter CSA) is a corporation organized and exiting under the Constitution and Statutes of the State of South Carolina; and,

WHEREAS, HHPS is the owner of certain lands more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, on Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, HHPS and CSA have entered into that certain Agreement dated May , 1993, whereby HHPS agreed to sell that certain parcel of real property, which is more particularly described on Exhibit B hereto, which is a portion of the property owned by HHPS and shown on Exhibit A; and,

WHEREAS, HHPS and CSA have agreed to subject a portion of the real property described on Exhibit A hereto that is owned by HHPS and that is more particularly described on Exhibit C hereto to restrictive covenants, and the property to be subjected to these Restrictive Covenants is hereinafter referred to "The Land" as hereinafter provided; and,

WHEREAS, The within Declaration of Rights, Restrictions, Conditions, etc., running with certain lands of Hilton Head Preparatory School, Inc. has been executed by the duly authorized officers of Hilton Head Preparatory School, Inc.,pursuant to the Resolution of Approval by the Board of Trustees.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Hilton Head Preparatory School, Inc. (the "Declarant") for and in consideration of the sum of One and no/100ths ($1.00) Dollars and other good and valuable consideration that it has been in hand paid by Community Services Associates, Inc., before the signing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, does hereby declare that the lands described on the attached Exhibit "C" hereto (the "Land") is and shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied,

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possessed, mortgaged, encumbered and used subject to these covenants. The benefit of these covenants and the affirmative and negative burden of these covenants , whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and in law, touch and concern, benefit and burden, and run with the Land and any estate in the Land and these covenants are intended to be covenants burdening and benefiting all persons, real or certified, now or hereinafter deriving a real property estate in the Land, whether by assignment, secession, or inheritance. provisions herein contained are covenants running with the lands described on Exhibit "C" hereto.

1. The Land shall be used for a private, not-for-profit, academic, school which shall be accredited by an association or entity reasonably similar to the Southern Association of Colleges and Schools and related facilities, to include, but not be limited to, recreation and athletic activities, and dormitory and other boarding facilities (the "Primary Use").

2. The Primary Use of the Land may be changed or modified by HHPS, its successors and assigns provided, however, that the use shall be limited to residential purposes, either single or multi-family, or some combination thereof and reasonably appropriate and/or necessary support facilities and/or amenities of a non-commercial nature and for the sole use of the residents and their guests.

3. The Land shall be not be used or subjected to the Vacation Timeshare Act (as set forth in Chapter 32 of the Code of Laws of South Carolina (1976), as amended, either in whole or in part. It is the specific intent of the Declarant that the property shall not be used for quarter or half shares, or some other similar means in an attempt to circumvent the aforementioned Act.

4. No building, fence or other structure shall be erected, placed or altered on any lot within the boundaries of the Land until the building plans, specifications, plot plans (showing the proposed location of such building or structure, drives and parking area), and construction schedule have been approved by the Sea Pines Architectural Review Board or the Sea Pines Commercial Architectural Review Board, at the sole option of CSA, or their successors and assigns, as is then approving such plans, applying standards and practices similar to those set forth in the attached Exhibit "D". Nothing contained in this provision nor in any other portion of this declaration are to be implied or construed as including the Land within the boundaries of Sea Pines Plantation or subjecting it to the 1974 covenants, or any amendments or additions thereto. It is the express intention of the parties that the Land shall not be included in Sea Pines Plantation nor subject to the 1974 covenants.

5. The exterior of all residential structures must be completed within one (1) year after the construction of same shall have been commenced, except when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergencies or natural calamities.

6. All residences built on The Land shall be used for residential purposes only and no activity normally associated with or conducted by a business or commercial enterprise shall be permitted.

7. No structure shall exceed four (4) stories, over One (1) story of parking in height, so as not to exceed Five (5) stories in the aggregate.

8. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on The Land which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

9. No noxious or offensive activity shall be carried on upon The Land, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to anyone on The Land or within Sea Pines Plantation. There shall not be maintained any plants, or animals or device or thing of any sort whose normal activities or existence is in any wise noxious, dangerous, unsightly, unpleasant or of a nature as will necessarily diminish or destroy the enjoyment of other portions of The Land or Sea Pines Plantation by the owners thereof.

10. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground receptacles, or like facility in accordance with reasonable standards established by the developer or its successors and assigns.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tree house or other outbuilding shall be placed or built on any of The Land at any time, except for a construction superintendent's trailer during the construction period of a multi-family project. Such trailer shall only be occupied during working hours and shall not be used a living quarters. HHPS shall be permitted to place temporary or portable classrooms on the Land for a period not to exceed One (1) year.

12. No more than six (6) dwelling units, apartments, townhouses or patio homes shall be constructed and occupied per gross acre of The Land, regardless if such dwelling unit be an apartment, townhouse or patio home.

13. No owner of The Land or any part thereof shall have any rights of ingress and egress to Sea Pines Plantation over lands of Hilton Head Preparatory School, Inc.

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conveyed to Community Services Associates, Inc. as a part of this transaction or otherwise and any easements in favor of The Land that burden the property conveyed to Community Services Associates, Inc. are hereby specifically released and relinquished by HHPS.

14. Community Services Associates, Inc., its successors and assigns shall specifically have the right, but not the obligation to bring suit to enforce these covenants.

15. If suit is brought to enforce these covenants by CSA or some owner of a portion of The Land, then the prevailing party in any such suit, be it CSA or some owner of some portion of The Land or the defendant in any such suit shall be entitled to all costs of bringing or defending any such action, to include all court costs and attorney fees in addition to any damages that might be allowable by law.

16. These Covenants shall run for a period of fifty (50) years from the date of recording in the Office of the Registrar of Mesne Conveyances for Beaufort County, South Carolina and shall be automatically renewed for successive twenty-five (25) year periods unless owners of seventy-five percent (75%) of The Land vote to not renew them.

17. These Covenants may be amended by the mutual consent of CSA and the then owners of the Land by execution of a written instrument incorporating such amendments and the recording thereof in the Office of the RMC for Beaufort County, South Carolina.

IN WITNESS WHEREOF, Hilton Head Preparatory School, Inc. has caused these presents to be executed in its name and its seal affixed this 10th day of May, 1993.

WITNESSES:

HILTON HEAD PREPARATORY SCHOOL, INC.

By: _____
Its ~~President~~ Chairman

Attest: _____
Its Treasurer

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WITNESSES: **COMMUNITY SERVICES ASSOCIATES, INC.**

Roberts Vaux By: James F. Cobey
Its President

William F. Marscher III Attest: Edward Gibbons
~~Its Secretary~~ Executive Vice Pres

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED before me William F. Marscher III and made oath that s/he saw the within named **HILTON HEAD PREPARATORY SCHOOL, INC.**, by Charles A. Sercombe, its Chairman of the Board and P.R. Bostelle Jr. its ~~Secretary~~ Treasurer, sign, affix and as its act and deed, deliver the within Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands of Hilton Head Preparatory School, Inc., and that s/he with Roberts Vaux witnessed the execution thereof.

William F. Marscher III

SWORN TO BEFORE ME
this 11th day of May, 1993.
Roberts Vaux
Notary Public for South Carolina
My Commission Expires: 8/20/2002

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED before me William F. Marscher III and made oath that s/he saw the within named **COMMUNITY SERVICES ASSOCIATES, INC.**, by James F. Cobey, its President and Edward Gibbons its ~~Secretary~~ Executive Vice President, sign, affix and as its act and deed, deliver the within Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands of Hilton Head Preparatory School, Inc., and that s/he with Roberts Vaux witnessed the execution thereof.

William F. Marscher III

SWORN TO BEFORE ME
this 12 day of _____, 1993.
Roberts Vaux
Notary Public for South Carolina
My Commission Expires: 8/20/2002

EXHIBIT "A"

"Hilton Head Preparatory School Tracts"

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 31.164 acres, more or less, as shown on that certain plat entitled "31.164 Acres Hilton Head Prep School Tract", prepared by Terry G. Hatchell, S.C.R.L.S. # 11059, dated 1/27/89, and last revised 6/07/90, and recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 43 at Page 35 on June 15, 1990.

EXHIBIT "B"

"The Playing Fields"

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 19.672 acres, more or less, as shown on that certain plat entitled "A Boundary Plat of 19.672 Acres Hilton Head Prep School Tract to be conveyed to Community Sevices Associates, Inc., a Section of Sea Pines Plantation", prepared by Terry G. Hatchell, S.C.R.L.S. # 11059, dated 4/29/93, and recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 46 at Page 104 on 6-4-93, 1993.

And being more particularly described as follows:

Commencing at a Point of Beginning, that point being the intersection of the Southwest Corner of the subject property and eastern side of Lawton Road, and being 515.74' from the intersection of Lawton Road and North Sea Pines Drive, that being a concrete monument and running thence N 42 51 20 W for a distance of 15.96' to a concrete monument and running thence N 60 27 30 W for a distance of 391.43' to a point and running thence N 76 41 74 W for a distance of 135.42' to a point and running thence N 50 31 23 W for a distance of 331.43' to a Nail and thence running N 55 57 55 E for a distance of 202.76' to a concrete monument and running thence N 67 04 02 E for a distance of 29.74' to a concrete monument and running thence N 25 32 44 W for a distance of 49.77' to a Nail and running thence N 25 32 44 W for a distance of 50.00' to a concrete monument and running thence N 25 32 44 W for a distance of 221.34 to a concrete monument and running thence N 54 27 16 E for a distance of 1147.23 to a concrete monument and running thence S 25 32 40 E for a distance of 383.93 to a concrete monument and running thence S 67 25 22 W for a distance of 365.25' to a concrete monument and running thence S 67 25 22 W for a distance of 79.36' to a point and running thence S 67 25 22 W for a distance of 100.00' to a point and running thence S 67 25 22 W for a distance of 50.00' to a concrete monument and running thence S 35 15 50 E for a distance of 216.98' to a point and running thence N 55 44 10 E for a distance of 48.78' to a point and running thence S 35 15 50 E for a distance of 418.18 to concrete monument and running thence S 48 27 51 W for a distance of 61.84' to a concrete monument and running thence S 68 14 06 W for a distance of 151.34' to a concrete monument and running thence S 55 08 44 W for a distance of 165.08 to a concrete monument and running thence S 14 42 44 W for a distance of 35.99 to a concrete monument and running thence S 33 39 12 W for a distance of 79.36' to a point that being the Point of Beginning.

For a more complete description as to the metes, bounds, courses, calls and distances, reference is craved to the plat above referenced.

MFC

EXHIBIT "C"

"The Lands"

All that certain piece, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 13.005 acres, more or less, described as Hilton Head Preparatory School" on that certain plat entitled "A Boundary Plat of 19.672 Acres Hilton Head Prep School Tract to be conveyed to Community Sevices Associates, Inc., a Section of Sea Pines Plantation", prepared by Terry G. Hatchell, S.C.R.L.S. # 11059, dated 4/29/93, and recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 46 at Page 104 on 6-1-93, 1993. For a more complete description as to the metes, bounds, courses, calls and distances, reference is craved to the plat above referenced.

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BEAUFORT COUNTY, S.C.
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STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF RIGHTS
COUNTY OF BEAUFORT)

THIS ASSIGNMENT, made this 8th of June, 1994, by Sea Pines Company, Inc., a South Carolina corporation;

WITNESSETH

WHEREAS, Sea Pines Company, Inc., formerly known as Sea Pines Plantation Company, Inc., a South Carolina corporation acquired certain tangible and intangible rights and assets from John F. Curry, Trustee in bankruptcy for Hilton Head Liquidation Corporation; and

WHEREAS, as a result of said acquisition, Sea Pines Company, Inc. may or may not hold any rights under that certain warranty deed dated October 5, 1977 and recorded in the Register of Mesne Conveyance in Beaufort County, South Carolina, in Deed Book 254 at Page 1924 on October 10, 1977; and

WHEREAS, Sea Pines Company, Inc. desires to quit-claim to Community Services Associates, Inc. any rights and/or interests it may have pursuant to said warranty deed to review improvements thereto or development of the subject property.

NOW THEREFORE, for valuable consideration, the receipt and adequacy whereof are hereby acknowledged, Sea Pines Company, Inc., a South Carolina corporation does hereby quit-claim unto the said Community Services Associates, Inc., any rights or interests the said Sea Pines Company, Inc. may have under that certain warranty deed dated October 5, 1977 and recorded in the Register of Mesne Conveyance in Beaufort County, South Carolina, in Deed Book 254 at Page 1924, to review improvements thereto or development of the subject property, without recourse or warranties whatsoever; provided that Community Services Associates, Inc. does hereby agree to hold Sea Pines Company, Inc. and its successors harmless and defend them from and against any claims, suits, damages or liabilities related to or arising out of the exercise by Community Services Associates, Inc. of the rights hereby conveyed. To have and to hold unto the said Community Services Associates, Inc.

IN WITNESS WHEREOF, Sea Pines Company, Inc. has caused its seal to be set the day and year first above written.

WITNESSES

Angela R. Ellis

SEA PINES COMPANY, INC.

By: [signature] President

Carol Lundberg

Attest: Carol P. Cramer
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Angela R. Ellis who, on oath, says that s/he saw the written named SEA PINES COMPANY, INC. by Clifton B. Charges its President, sign the within instrument, and Carol P. Cramer, its Secretary, attest the same, and the said corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that s/he with Carol S. Lundberg witnessed the execution thereof.

Angela R. Ellis

SWORN TO before me this 8th day of June, 1994

Carol S. Lundberg (L.S.)
Notary Public for South Carolina
My Commission Expires: 6-17-96

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JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.

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STATE OF SOUTH CAROLINA	)	**DECLARATION OF COVENANTS AND**
	)	**RESTRICTIONS BY COMMUNITY**
COUNTY OF BEAUFORT	)	**SERVICES ASSOCIATES, INC.**

WHEREAS, Robert A. Gossett ("Gossett") is the owner of that certain real property located within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina shown and described on the attached Exhibit "1" (hereinafter the "Subject Property"); and

WHEREAS, Community Services Associates, Inc., ("CSA") is a South Carolina Not-For-Profit Corporation which is the owner of the roadways and open spaces within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina; and,

WHEREAS, CSA was established to own and maintain certain real properties within Sea Pines Plantation as a representative organization of property owners within Sea Pines Plantation; and,

WHEREAS, the Subject Property is subject to various restrictive covenants to include that certain " Declaration of Covenants and Restrictions" recorded in the Office of the Registrar of Deeds for Beaufort County, South Carolina in Deed Book 224 at Page 1036 ("74 Covenants"); and

WHEREAS, Gossett, as the owner of the Subject Property, desires to impose on the Subject Property further restrictive covenants as contained hereinafter.

NOW, THEREFORE, this Declaration of Covenants and Restrictions encumbering the Subject Property (the "Declaration") is made the 7th day of ~~April~~ July, 1999, by Robert Gossett for the benefit of CSA as an adjoining property owner.

1. **WHEREAS CLAUSES:** That the above "Whereas" clauses are incorporated herein by their reference thereto, as fully as if restated herein.

2. **DEFINITIONS:** That terms used hereinafter which are contained in quotation marks shall have the same definition and meaning ascribed to them for the purposes of this Declaration as is set forth for such terms in the 74 Covenants. In the event that a term in quotation marks herein is not a term utilized in the 74 Covenants, then the terms shall be ascribed its ordinary and usual meaning.

3. **PROHIBITED USES OF THE SUBJECT PROPERTY:** The Subject Property shall **not** be used for single family residential, multifamily residential or other residential purposes. No structure located on the property shall be utilized for a hotel, motel, inn, or any business providing accommodations.

4. **PERMITTED USES:** It is the intention of Gossett and CSA that, subject to the terms and conditions contained hereinafter, the Subject Property shall be utilized as "Parks and Recreation" property and/or "Roads, Drains, and Parking" property. To the extent that the existing uses of the Subject Property as a swimming pool and bath house may constitute "Business Property", such uses shall be deemed to be a permitted use. Provided, however, the Board of Directors of CSA shall have the right to alter or change the permitted uses of the Subject Property so as to provide that the Subject Property may be used for any use permitted under the 74 Covenants, including "Business Lands", other than those uses prohibited in Paragraph 3 hereof.

4.1. **LIMITATIONS ON FUTURE BUSINESS LAND DESIGNATION:** Any designation of additional portions of the Subject Property as "Business Land" shall be subject to the following limitations: (i) no portion of the Subject Property shall be, in the future, designated as "Business Land" unless an approximately equal or greater amount of property

which is adjacent and adjoining the Subject Property, and which is presently designated as "Business Land" (the "Swap Parcel"), is simultaneously re-designated as "Parks and Recreation" and/or "Roads Drains and Parking" and such designation is recorded in the Office of the Registrar of Deeds for Beaufort County, South Carolina, and is further, made subject to this Declaration; and, (ii) not withstanding the re-designation as "Business Land", no structure or structures, either horizontal or vertical, may be constructed on the Subject Property which would cause the total square footage of the improvements to increase above the total square footage of improvements located upon or previously located on the Swap Parcel; and, (iii) Gossett and the Board of Directors of CSA, acting in conjunction, may impose, by specific deed restrictions or other legal means which creates a restriction running to the benefit of CSA, such additional conditions and terms upon re-designation of the Subject Property as it shall deem, in sole and unfettered judgment, reasonable and appropriate.

4.2. **EXISTING BUSINESS LAND USES:** It is expressly recognized there are presently existing the following possible non-conforming uses of the Subject Property: Swimming Pool and Bath House. The continuing use of the Subject Property for these purposes, in the locations where they presently exist, shall be deemed a permitted use of the Subject Property. To the extent these uses are non-conforming, they shall not be expanded, renovated, replaced or redeveloped without the express consent of the Board of Directors of CSA. All renovation, expansion, replacement, redevelopment or construction of any structures related to the non-conforming uses, to include paving, landscaping, or the

installation of any improvements, shall require the approval of the Sea Pines Architectural Review Board.

4.3. **SWIMMING POOL USE:**

4.3.1. That portion of the Subject Property which is presently utilized as a swimming pool and related support structures shall only be utilized as a swimming pool and ancillary support structure. The owner of that portion of the Subject Property upon which the swimming pool is located shall have an affirmative obligation to maintain a swimming pool, licensed by the State of South Carolina or other governmental authority, having the same classification of license or permit as the pool presently has, or its occupancy equivalent under any subsequent governmental classification system which may be applicable to the operation and maintenance of swimming pools.

4.3.2. The pool shall be available for use by all Participating Property Owners (as defined in the 74 Covenants), their families and house guests, if accompanied by the Participating Property Owner. The Owner of that portion of the Subject Property where the swimming is located, shall be entitled to charge reasonable fees for the use of the swimming pool, provided that such fees or charges are directly related to the operating expenses, maintenance, and upkeep of the swimming pool.

4.3.3. The use of the swimming pool shall be limited to the following classes of people: (i) Participating Property Owners (as defined in the 74 Covenants), their families and house guests, if accompanied by the Participating Property Owner; and, (ii) guests of the owner of the swimming pool and other property owners within Sea Pines Plantation

(as defined in the 74 Covenants), provided these guests are tenants, having engaged not less than overnight accommodations, at a property located within Sea Pines Plantation.

4.3.4. CSA shall be entitled to purchase, on an annual basis, from the Owner of that portion of the Subject Property where the swimming is located, access rights for all Participating Property Owners (as defined in the 74 Covenants), their families and house guests, if accompanied by the Participating Property Owner. The purchase price for such access rights shall be established based upon the actual operating costs of the swimming pool multiplied by the percentage of the total users of the swimming pool who are Participating Property Owners, their family members or house guests accompanying the Participating Property Owner.

4.3.5. Nothing herein shall act to prohibit the owner of the swimming pool from entering into similar access agreements with owners of property located within Sea Pines Plantation, subject to the use restrictions contained in Paragraph 4.3.3 herein.

4.4. **PARKING LOT USE:** The presently existing impervious parking area(s) may be relocated within the Subject Property, provided, however, that no expansion of or increase in the total square footage of the Subject Property covered by impervious parking area shall be permitted without the express consent of the Board of Directors of CSA and the Sea Pines Architectural Review Board. Any relocation of impervious parking area(s) shall require the approval of the Sea Pines Architectural Review Board. Nothing herein shall be deemed to limit or restrict the use of any portion of the Subject Property for parking wherein the surface for parking is pervious and the use is deemed by the Board of Directors of CSA

to be ancillary to and in support of other permitted uses of the Subject Property

5. **RESTRICTIONS ON ACCESS AND USE FEES:** This Declaration does not grant to the public or any owners of surrounding or adjacent lands or other lands with "Sea Pines Plantation", the right to enter or utilize any portion of the Subject Property without the express permission of Gossett or CSA and the right to charge fees or levy charges for the use of the Subject Property or the facilities located thereon is expressly reserved unto Gossett and CSA, their successors and assigns, provided, that such fees shall not exceed those fees necessary to maintain, operate and provide for the replacement of any improvements located on the Subject Property. All such fees imposed shall be levied in a uniform and equal fashion upon "Participating Property Owners" and their guests. In recognition of the fact that property owners who are not Participating Property Owners do not make the same level of contribution to the maintenance and upkeep of the common facilities within Sea Pines Plantation, the fee structure for the utilization of improvements located on the Subject Property may provide differing and higher fees for the use of the improvement by property owners who are not Participating Property Owners and their guests.

6. **RIGHT OF FIRST REFUSAL:** Gossett, his successors and assigns, hereby grants unto CSA, its successors and assigns, a right of first refusal to purchase the Subject Property. In the event that Gossett desires to sell the Subject Property, the said property shall be offered for sale to CSA at the same price and upon the same terms as the highest bona fide bid made for the property, and CSA shall have 30 days within which to exercise its right of first refusal. In the event that CSA shall fail to exercise its right of first refusal within 30 days of receipt of written notice of

the price and terms, then Gossett shall have the right to sell the property subject to all recorded covenants and conditions, including the ongoing right of first refusal, at a price not lower and upon terms similar to those which CSA was notified. Gossett, his successors and assigns, further covenant and warrant that in the event that title to the Subject Property is conveyed to or held in the name of a corporation or other artificial entity, that prior to the sale, transfer or conveyance of any controlling interest therein, Gossett or the entity, as the case may be, shall offer to sell the Subject Property to CSA at a mutually agreed upon price established by the parties. In the event a mutually agreed upon price can not reached between the parties, each party shall appoint an independent appraiser. Once appointed, the independent appraisers shall then choose a third appraiser. If the appraisers are unable to mutually agree upon a price, they shall each perform an appraisal of the Subject Property, and the numerical average of the three appraisals shall be deemed to be the sales price. Closing shall occur within 15 days of the establishment, by any method, of the sales price.

7. **ENFORCEMENT**: In the event of a violation or breach of any of the affirmative obligations or restrictions contained herein by any person or entity or the agent, tenant, or lessee of any person or entity, Gossett, CSA or any other person who is a beneficiary of this Declaration, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof, remedy a breach hereof, or prevent the violation or breach hereof, provided that the right to require compliance shall not be construed to impose any obligation on Gossett or CSA for enforcement. Violators shall be obligated to reimburse Gossett and/or CSA in full for their attorney's fees and any costs, both direct and

indirect, incurred as a result of such breach, whether incurred before institution of suit or after commencement of suit, including appellate proceedings, in addition to any other relief to which they are entitled. In the event of any violation which shall continue to exist a for period of thirty (30) days after written notice to correct or cease such violation, or within ten (10) days after the commencement of litigation related to a violation of this Declaration, Gossett and/or CSA shall have the right to enter onto the Subject Property and to correct or abate such violation. Upon termination or abatement of a violation, CSA and/or Gossett may apply to Court of competent jurisdiction for an order determining establishing the conduct, actions or omissions of the person against whom the action is brought was violative of the Declaration and upon such finding shall be granted judgment against such person or entity for the costs of terminating or abating the violation, to include attorney's fees and costs. All such entries on to the Subject Property by Gossett and/or CSA shall be deemed be deemed permissive and no action for trespass or other cause of action shall arise thereunder.

8. **DURATION**: The covenants and restrictions of this Declaration shall run with and bind the Subject Property, and shall inure to the benefit of and be enforceable by, CSA, its legal representatives, successor and assigns for a period of Twenty Five (25) years from the date this Declaration is recorded in the public record. Upon the expiration of such Twenty Five (25) year period, this Declaration shall be automatically renewed and extended for successive periods of Ten (10) years. The number of renewals and extensions shall be unlimited unless this Declaration is terminated pursuant to a majority vote of the Board of Directors of CSA, its successors and assigns. The termination shall be effective upon recordation of a Resolution of

Termination in the Office of the Registrar of Deeds for Beaufort County, South Carolina containing a certification by the Secretary of CSA that such amendment was approved by a majority of the Board of Directors at a duly noticed meeting of said Board wherein sufficient members were present to constitute a quorum.

9. **AMENDMENT**: Gossett, his successors and assigns, expressly reserves the right to impose amend and revise these restrictive covenants upon the Subject Property, provided that no such amendment shall be effective without the consent of a majority of the Board of Directors of CSA. Such amendment shall be effective upon the recordation of the text of the amendment in the Office of the Registrar of Deeds for Beaufort County, South Carolina containing a certification by the Secretary of CSA that such amendment was approved by a majority of the Board of Directors at a duly noticed meeting of said Board wherein sufficient members were present to constitute a quorum.

10. **GENERAL PROVISIONS**:

10.1. Should any covenant or restriction herein contained, or any paragraph, sentence, clause, phrase, or term within this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

10.2. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which shall best effect consummation of the general plan of land use

restrictions and affirmative obligations of Sea Pines Plantation, which will carry out the intent of CSA as expressed in the recitals of these Covenants, and which will preserve the Subject Property as portion of an attractive, well-maintained, privately-governed residential community. Contrary to the restrictive common law rule of construction, this Declaration shall be interpreted broadly to touch and concern the Subject Property.

10.3. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

10.4. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

10.5. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

WHEREFORE, Community Services Associates, Inc., has, by and through its duly elected officers, executed this Declaration on the day and date first above written.

WITNESSES:

COMMUNITY SERVICES ASSOCIATES, INC.

Peggy Rabon

By: John Fraser III
PRESIDENT

Clifford C. Ezell

ATTEST: David N. Kirby
EXECUTIVE VICE PRESIDENT

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged before me by John Fraser, President and Ward Kirby, Executive Vice President of Community Services Associates, Inc., a South Carolina Not For Profit corporation, on behalf of the corporation.

Witness my hand and official seal the 22nd day of April, 1999

Notary Public for South Carolina
My commission expires: 2/13/03

WHEREFORE, Robert A. Gossett, has executed this Declaration on the day and date first above written.

WITNESSES:

Betsy R. Montelle

ROBERT A. GOSSETT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Robert A. Gossett, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument.

Witness my hand and official seal the 5th day of ~~April~~ July, 1999.

Notary Public for South Carolina
My commission expires:_____

EXHIBIT 1

All that certain piece, parcel or tract of land, lying and being in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and containing 3.909 acres, more or less, and being described as "Parcel "B" on a plat thereof entitled "An ALTA/ASCM Land Title Survey of 3.961 Acres, A Section of South Beach Area, Sea Pines Plantation," prepared by Terry G. Hatchell, S. C. R. L. S. Number 11059, and which recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 31, at Page 14.

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FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ASSIGNMENT OF ARCHITECTURAL REVIEW RIGHTS

This Assignment of Architectural Review Rights (the "Assignment") is made this 28th day of November 2000, by Sea Pines Company, Inc., f/k/a Sea Pines Plantation Company, Inc., a South Carolina corporation, ("Assignor") to Community Services Associates, Inc., a South Carolina not for profit corporation ("Assignee").

WHEREAS, Assignor is the owner of certain rights of architectural review for commercial properties (defined to include the review, consideration and right to approve or disapprove architectural plans, specifications, construction material, design, location, aesthetics, harmony, external design with existing structures, color, workmanship, density of development, and other appropriate and reasonable considerations including the right to take all action necessary to enforce said rights) on the South end of Hilton Head Island and in the general vicinity of but outside the boundaries of Sea Pines Plantation, South Carolina (Sea Pines Plantation is defined in Exhibit A to the 1974 Covenants recorded in Deed Book 224 at Page 1036 of the Beaufort County RMC Office), as more clearly reflected as the cross-hatched area on Exhibit "A" attached hereto (Said rights in said specific area are hereinafter collectively referred to as "Commercial ARB Rights") These Commercial ARB Rights arise as the result of various recorded covenants, assignments and deeds, some of which, but not all are listed on the attached Exhibit "B" which is incorporated herein by reference; and

WHEREAS, Assignor desires to convey, subject to the terms and conditions contained hereinafter, said Commercial ARB Rights for the commercial property outside

of Sea Pines Plantation, as graphically depicted on the attached Exhibit "A", to Assignee; and

WHEREAS, Assignee does hereby agree, subject to the terms and conditions contained hereinafter, to accept and assume the duties and obligations associated with the Commercial ARB Rights for the commercial properties located outside of Sea Pines Plantation and as relates to commercial properties only.

WHEREAS, other than the Commercial ARB Rights, Assignor retains all other rights as Grantor, Company, or Declarant under various recorded and unrecorded deeds, land use covenants, restrictions, agreements, and declarations thereof, including but not limited to rights of repurchase; water, sewer, and utility allocations, and capacity; any rights associated or related to family dwelling units, density units, density rights, or allocations; all rights concerning the Sea Pines Master Plan; all rights concerning or relating to vested rights, permitting and governmental recognition of rights or privileges; governmental permits; drainage rights; authorizations; parking spaces or parking rights; rights to approve lot or parcel consolidations and deconsolidations; the right to build bridges; all rights to change the use of designated uses of various properties, including but not limited to dedicated "Open Space" or "open space"; approvals of any type or nature; easements; riparian rights; rights to accreted land; and any other similar rights, hereinafter collectively referred to as "Declarant Rights:.

NOW, THEREFORE, in consideration of the sum of Ten and no/100ths ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor does, subject to the terms and conditions contained hereinafter, hereby quitclaim, grant, bargain and assign to Assignee, with out any recourse as to the

quality of title conveyed herein, all its rights pursuant to restrictive covenants, deeds and assignments which contain Commercial ARB Rights for commercial properties outside of Sea Pines Plantation, as same is graphically depicted on the attached Exhibit "A" subject to the following terms and conditions.

1. **WHEREAS CLAUSES**: That the foregoing Whereas clauses are incorporated herein as if set verbatim.
2. **EFFECTIVE DATE OF TRANSFER**: Assignee shall, as of the date first above written, assume responsibility and control of all architectural review applications, including any pending applications, and all decisions regarding such applications, which are made after that date (the "Effective Date").
3. **MUTUAL INDEMNIFICATION**:

   3.1. Assignor shall indemnify and hold Assignee, its officers, directors, employees, agents and legal representatives, harmless of and from all liability, loss, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses, whether or not suit is brought) from the claims of third parties arising from or relating to the operation of any architectural review function within the real property described in Exhibit "A", to include but not be limited to the Sea Pines Commercial Architectural Review Board or the exercise of any Commercial ARB Rights within the real property described in Exhibit "A", as same shall relate to the exercise by Assignor of any architectural review function for applications and requests submitted and acted upon by Assignor prior to the Effective Date, to the fullest extent permitted by law. Assignor's duty to indemnify Assignee shall extend to all liability, loss, damage, reasonable

cost and expenses hereunder incurred. If Assignor is providing for the payment of court costs and attorney's fees, then Assignor shall have the absolute right to specify which attorneys are to be employed and shall have the right to settle or otherwise compromise such claim.

3.2. Assignee shall indemnify and hold Assignor, its officers, directors, employees, agents and legal representatives, harmless of and from all liability, loss, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses, whether or not suit is brought) from the claims of third parties arising from or relating to the operation of any architectural review function within the real property described in Exhibit "A" or the exercise of any Commercial ARB Rights within the real property described in Exhibit "A", as same shall relate to the exercise of any architectural review function by Assignee for applications and requests submitted, considered, or acted upon by the Assignee, after the Effective Date, to the fullest extent permitted by law. Assignee's duty to indemnify Assignor shall extend to all liability, loss, damage, reasonable cost and expenses hereunder incurred. If Assignee is providing for the payment of court costs and attorney's fees, then Assignee shall have the absolute right to specify which attorneys are to be employed and shall have the right to settle or otherwise compromise such claim.

4. **LIMITATION OF ASSIGNMENT:**

4.1. This Assignment is specifically limited to the Commercial ARB Rights and expressly excludes Declarant Rights.

4.2. Any and all rights concerning architectural review rights within Sea Pines Plantation or for residential properties wherever located are expressly excluded from this Assignment.

4.3. This Assignment shall be limited so as to exclude the right of architectural review, consideration, or approval for any property presently owned or owned in the future by the Assignor, any affiliate or subsidiary of Assignor (now, or in the future) and any partnership, joint venture, corporation, limited liability company or any other business entity in which Assignor, or its affiliate or subsidiary owns or controls at least a fifty (50%) percent ownership interest therein (now or in the future). For any such properties, Assignor expressly retains all Commercial ARB Rights.

5. **RECORDS:** Assignor shall, as of the Effective Date, transfer all business records and other files as relates to any current or pending architectural review applications and agrees to make available for copying by Assignee all records that it currently maintains as relates to the rights assigned hereunder. In the event Assignor is discarding or destroying any records that relate the rights assigned hereunder, it shall notify Assignee and Assignee shall have the right to pick up said records within a reasonable period of time.

6. **GENERAL PROVISIONS** This Assignment shall:

6.1. be binding upon and inure to the benefit of parties hereto and their respective successors and assigns;

6.2. be construed under and governed by the laws of the State of South Carolina; and,

6.3. in the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

6.4 All titles or captions of the paragraphs set forth in this Assignment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

7. Entire Assignment. This Assignment constitutes the entire agreement among the parties hereto and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Assignment nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

8. Drafting of the Agreement. The parties acknowledge and agree that each was actively involved with the negotiation and drafting of this Assignment. Further, each party's legal counsel reviewed, or had the opportunity to review the Assignment prior to its execution. The parties agree any Court, arbitrator or mediator which may hereinafter interpret this Assignment will not construe the Assignment against any particular party which may have originated, typed or prepared any particular provision.

9. Litigation: In any litigation to enforce the terms and provisions of this Assignment, the prevailing party shall be entitled to collect reasonable attorney fees and costs.

10. No Third Party Beneficiaries. This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to such entities, and no other person, individual, corporation or entity, whatsoever, shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Assignment as a third party beneficiary or otherwise.

11. Waiver of Jury Trial: In connection with any dispute between the parties under this Assignment, both parties expressly waive their rights to request a jury trial.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their name and their seals to be affixed hereto on the date first above written.

WITNESSES

Connie Smith

Marion Dennis

SEA PINES COMPANY, INC.

By: _____
President

Attest: _____
Its: Secretary

WITNESSES

COMMUNITY SERVICES ASSOCIATES, INC.

By: John Fraser III
President

Attest:
Its: SEC.

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged before me this 28th day of November 2000 by John Fraser, President and ~~Warwick~~ Executive Vice President of Community Services Associates, Inc., a South Carolina Not For Profit corporation, on behalf of the corporation.

Witness my hand and official seal the 28th day of November 2000

Notary Public for South Carolina
My commission expires: 8/01/2002

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged before me this 29 day of November 2000 by Michael Lawrence, the President on behalf of the Sea Pines Company, Inc., a South Carolina corporation, on behalf of the corporation.

Witness my hand and official seal the 29 day of November 2000

Notary Public for South Carolina
My commission expires: My Commission Exp. March 9, 2004

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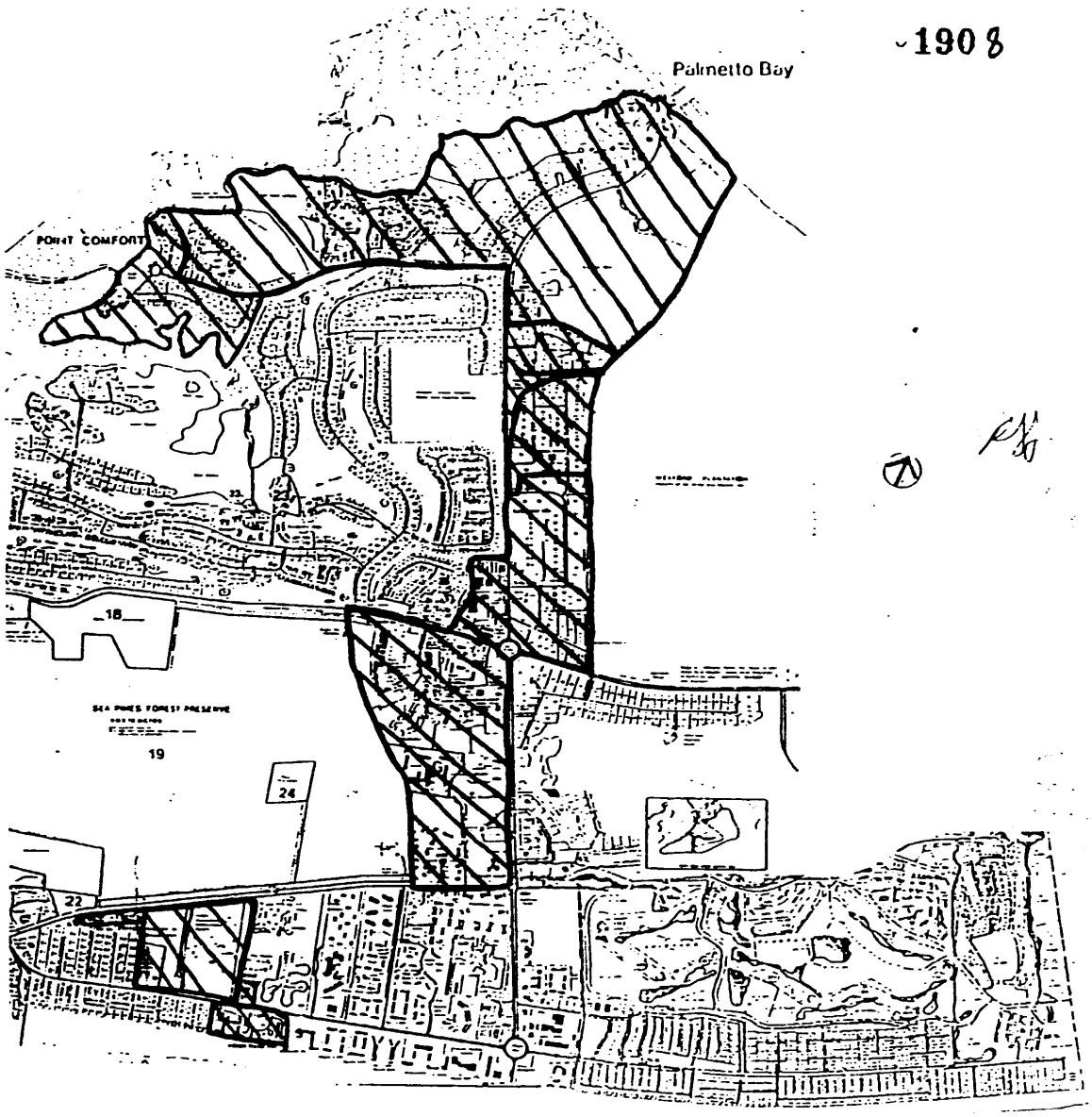


EXHIBIT A

SCHEDULE B

The Commercial Use Covenants of December 7, 1971 recorded December 13, 1971 in Deed Book 193 at Page 1652.

The Commercial Use Covenants of May 10, 1973 recorded May 18, 1973 in Deed Book 209 at Page 1715.

It is not the intent of this schedule to limit the covenants to the ones listed above, but is simply a guide.

D.C. Vaux 9486

JOHN A. SCHWARTZ, JR.
BEAUFORT COUNTY, S.C.

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CERTAIN PROVISIONS OF THESE COVENANTS ARE SUBJECT TO BINDING ARBITRATION TO THE EXTENT PROVIDED IN PARAGRAPH 4 OF THE RESTATEMENT, AS AMENDED BY PARAGRAPHS 4 AND 5 HEREOF.

STATE OF SOUTH CAROLINA) **FIRST AMENDMENT TO RESTATEMENT**
) **OF RIGHTS, RESTRICTIONS, AFFIRMATIVE**
) **OBLIGATIONS AND CONDITIONS WHICH**
) **CONSTITUTE COVENANTS RUNNING**
COUNTY OF BEAUFORT) **WITH THE LAND IN SEA PINES PLANTATION**

THIS FIRST AMENDMENT made and entered into this 15TH day of MARCH, 2001 by and between **SEA PINES COMPANY INC.** (hereinafter referred to as "SPC"), as ") as successor to **SEA PINES PLANTATION COMPANY** (hereinafter referred to as **"PLANTATION CO."), THE ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC.** (hereinafter referred to as **("ASPPPO"), COMMUNITY SERVICES ASSOCIATES, INC.** (hereinafter referred to as **"CSA")** and **SEA PINES ARCHITECTURAL REVIEW CORPORATION, INC.** (hereinafter referred to as "ARC")

WHEREAS, ASPPPO and Plantation Co. entered into that certain Memorandum of Agreement of February 8, 1984 (the **"Memorandum"**) which among other things required Plantation Co. to amend the Sea Pines Plantation Class "A" residential covenants, the Class "B" multi-family covenants and various Sea Pines Plantation commercial covenants (the "**Sea Pines Covenants**") as described in the Restatement of Rights, Restriction, Affirmative Obligations and Conditions Which Constitutes Covenants Running With The Land In Sea Pines Plantation recorded in Deed Book 390, at Page 166, in the Office of the Recorder of Deeds (the "**ORD**") for Beaufort County, South Carolina (the "**Restated Covenants**") as provided in said Memorandum; and

WHEREAS, the Restated Covenants provide for, among other things, a reconstituted architectural review board as defined therein (the "**ARB**") and the exercise by said ARB of certain architectural review rights reserved to Plantation Co. in the Sea Pines Covenants; and

WHEREAS, SPC (formerly known as Sea Pines Plantation Company, Inc.) pursuant to that certain Assignment of Rights of November 17, 1988 recorded in the ORD in Deed Book 490, at Page 712 (the "**SPC Assignment**") as well as pursuant to certain other easements, deeds, agreements, assignments and documents recorded in the ORD (collectively the "**Conveyance Documents**") was assigned various rights reserved to Plantation Co. and certain of its affiliates under covenants of record and other rights necessary and incidental to the proper ownership, management and operation of certain assets in Sea Pines Plantation, which SPC acquired pursuant to the Asset Purchase Agreement of 1987, all more particularly described in the said SPC Assignment and Conveyance Documents; and

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WHEREAS, CSA was organized in 1987 as a non profit membership corporation whose membership includes all owners of property in Sea Pines Plantation; and

WHEREAS, CSA was created for the purpose of receiving, owning and maintaining certain common properties in Sea Plantation to include roads and open spaces and to provide various community services as more particularly described in the Declaration of Covenants and Agreement of 1988 for the Transfer of Properties, Reserved Rights and Obligations of Hilton Head Liquidation Corporation to Community Service Associates, Inc. recorded at Deed Book 519 at Page 1161 in the ORD (the **"CSA Covenants"**); and

WHEREAS, CSA, pursuant to that certain Assignment of Rights dated December 8, 1988 and recorded in the ORD in Deed Book 519 at Page 1355, (the **"CSA Assignment"**) received all rights, duties and obligations of Plantation Co. under the terms and provisions of the "Existing Covenants" (as defined in the CSA Assignment) except those rights, duties and obligations previously assigned to SPC pursuant to the SPC Assignment and the Conveyance Documents; and

WHEREAS, pursuant to the agreement between ASPPPO, the Advisory Board of Sea Pines Plantation Property Owners (the "**Advisory Board**") and CSA, the Advisory Board, assigned its right under the Memorandum and the Restated Covenants to appoint two (2) of the members of the ARB to CSA. SPC, pursuant to the SPC Assignment, now has the right to appoint three (3) members of the ARB with ASPPPO continuing to have the right to appoint two (2) members of the ARB, the remaining two (2) members (the administrator and a architect) being non-voting and selected by the ARB; and

WHEREAS, CSA, ASPPPO and SPC have entered into that certain First Amendment To Memorandum of Agreement of even date herewith (the First Amendment to Memorandum") to (i) affirm the appointment rights of CSA and SPC; (ii) to remove the ARB from the direct purview of SPC and/or CSA; (iii) to reconstitute the ARB as a permanent standing committee of a non profit corporation to be known as the Sea Pines Architectural Review Corporation, Inc. (the **"ARC"**); and (iv) to assign to ARC all Rights of Architectural Review as more particularly defined herein; and

WHEREAS, CSA, ASPPPO and SPC now wish to incorporate the terms of the First Amendment to Memorandum into the Restated Covenants by this First Amendment.

NOW THEREFORE, CSA, ASPPPO and SPC do hereby amend and restate the applicable provision of the Restated Covenants as herein provided.

1. The aforesaid **"WHEREAS"** clauses are fully incorporated into the First Amendment as if set forth verbatim in the body herein

2. Paragraph 1, Reconstituted Architectural Review Board, is amended and restated as follows:

"The ARB shall consist of nine (9) members who shall be appointed as follows:

(a) Three (3) members appointed by SPC;
(b) Two (2) members appointed by CSA;
(c) Two (2) members appointed by ASPPPO; and
(d) Two non-voting members, one of whom shall be the ARB Administrator to whom ARC and/or the ARB may delegate such responsibilities as ARC and/or the ARB shall determine, and an architect licensed to practice in the state of South Carolina. The architect and the Administrator shall be selected by the ARB and may receive compensation in an amount determined by the ARB for their services

All voting members of the ARB shall serve until such time as written notice shall be received by the President of ARC of the replacement of such member by the entity authorized hereunder to appoint said member. In the absence of any member from any meeting of the ARB, said absent member may be represented by an alternate member appointed by the entity authorized to appoint the absent member."

3. Paragraph 2, Assignment of Architectural Review Rights to the ARB is amended and restated as follows:

"(a) For value received SPC, CSA and ASPPPO do, subject to the limitations set forth in subsection (b) of this paragraph and elsewhere herein, hereby assign, convey and quit claim to ARC and ARC does hereby accept without recourse all Architectural Review Rights under the Sea Pines Covenants as more particularly hereinafter described (the definition of such to include the review, consideration and right to approve or disapprove architectural plans, specifications, construction material, design, location, setbacks, building envelopes, bulk, scale, aesthetics, harmony, external design with existing structures, color, workmanship, density of development, and other appropriate considerations related thereto including the right to take all actions necessary and convenient to enforce said rights) for properties subject to the Sea Pines Covenants and located within the boundaries of the Sea Pines Plantation subdivision as the subdivision is described on **Exhibit "A"** to that certain Declaration of Covenants and Restrictions by Sea Pines Plantation, Inc. dated September 7, 1974, and recorded in the real estate records of Beaufort Country, South Carolina in Deed Book 224 at Page 1036, together with all and singular the rights, members hereditaments and appurtenances to said Architectural Review Rights belonging to or in any wise incident and appertaining thereto, to have and to hold all and singular the aforementioned rights unto, the said ARC, its successors and assigns so that neither SPC, ASPPPO and/or CSA their successors and assigns, nor may any other person or persons claiming under any of them, or at any time hereafter, by any way or means, have, claim or demand any right to title to the aforesaid Architectural Review Rights, forever.

(b) Notwithstanding the foregoing, any right other than Architectural Review Rights herein reserved to Plantation Co. or SPC under the Restated Covenants or other instruments or agreements shall continue to be reserved to SPC, as successor to Plantation Co. SPC specifically retains all other rights it may have, other than Architectural Review Rights, as Grantor, Company or Declarant under all recorded and unrecorded deeds, land use covenants, restrictions, contracts, agreements and declaration thereof, including but not limited to rights or repurchase; water and sewer allocations, and capacity; any rights associated with or related to family dwelling units, density units, density rights, or allocations; all rights concerning Sea Pines Master Plan; all rights concerning or related to vested rights, permitting and governmental recognition of rights or privileges; governmental permits; contract rights; drainage rights; authorizations; permits; development plan approvals; parking spaces or parking rights; rights to approve lot or parcel consolidations and deconsolidations; the right to build bridges; the rights under Section 11 of the Memorandum; all rights to change the designated uses of various properties, including but not limited to dedicated "Open Space" or "open space" or any other designation; approvals of any type or nature not otherwise herein assigned to ARC; all easements; riparian rights; rights to accreted land; and any other similar rights (hereinafter collectively referred to "Declarant Rights")

(c) The ARB as reconstituted hereunder shall be a permanent standing committee of ARC and shall be solely responsible for the administration and enforcement of Architectural Review Rights restated herein. The activities of the ARB, its rights, duties and the architectural review process including any appeals from its decisions shall be governed by these covenants, as amended and the guidelines and procedures adopted hereunder from time to time by the ARB.

4. Subparagraph (j) of Paragraph 4, Review Procedures, is hereby amended and restated as follows:

"(j). Any applicant receiving an adverse decision of the ARC may appeal such decision under the following exclusive procedures. Such an adverse decision includes, but is not limited to the requirement to submit additional documents, to make modifications or resubmissions, the disapproval of all or any portion of applicant's plans, or the approval of same, with conditions. Within twenty (20) days of the issuance of such an adverse decision, an aggrieved applicant must file a written request

for arbitration with the administrator of the ARB, setting forth the specific issues or items to be determined by a board of arbitrators, in accordance with arbitration guidelines and procedures established and published by the ARB from time to time. Upon filing such an appeal, the applicant and the ARC are deemed to accept the decision of the arbitrators as final and conclusive on all issues determined by the arbitrators. Neither the aggrieved applicant or the ARC may seek any further review, either through further appeals in any court, or to any other administrative or regulatory body. The applicant shall bear the entire costs of such arbitration, except for any attorney's fee incurred by the ARB. This is the sole and exclusive remedy for an applicant upon the receipt of an adverse decision."

5. Subparagraph (p) of Paragraph 4. Review Procedure. is amended and restated as follows:

"(p) The ARB shall have the right in its sole discretion to modify, amend and add to or subtract from the review procedures set forth in this paragraph as may be necessary to accomplish or facilitate the purposes of the these covenants and the right to establish procedures for the administration of the rights herein granted by publication of guidelines, procedures and rules from time to time."

6. Survival. Except as otherwise hereinafter provided, all other provisions of the Restated Covenants shall remain in full force and effect and are hereby affirmed by the parties hereto.

7. Capitalization. The capitalized terms herein contained shall have the same meaning as capitalized terms in the Restated Covenants except as otherwise herein provided.

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF the parties hereto have set their hands and seal hereto as of the date first above written.

Ward A. Kirby
Joanne M. Pearce

Sea Pines Company, Inc.
(f/k/a Sea Pines Plantation Company, Inc.) as Successor to Sea Pines Plantation Company

By: Michael E. Lawrence
Its: President

Ward A. Kirby
Joanne M. Pearce

The Association of Sea Pines Plantation Property Owners, Inc.

By: Joseph P. Fletcher, Jr.
Its: President

Ward A. Kirby
Joanne M. Pearce

Community Services Associates, Inc.

By: Joseph P. Fletcher, Jr.
Its: President

Ward A. Kirby
Joanne M. Pearce

Sea Pines Architectural Review Corporation, Inc.

By: Joseph P. Fletcher, Jr.
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT
)

BEFORE me, the undersigned Notary Public, personally appeared the below signed witness, who, being first duly sworn, deposed and said that s/he saw the within **SEA PINES COMPANY, INC.** by **MICHAEL E. LAWRENCE,** its President, sign, seal and deliver the foregoing, and that s/he, with the other witness named above, witnessed the execution thereof.

Ward A. Kirby
(Non Notary Witness)

SWORN to before me this 15th
day of March, 2001.
Jeanne M. Pelican (SEAL)
Notary Public for South Carolina
My Commission Expires: January 21, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT
)

BEFORE me, the undersigned Notary Public, personally appeared the below signed witness, who, being first duly sworn, deposed and said that s/he saw the within **THE ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC.** by **JOSEPH P. FLETCHER, JR.,** its President, sign, seal and deliver the foregoing, and that s/he, with the other witness named above, witnessed the execution thereof.

Ward A. Kirby
(Non Notary Witness)

SWORN to before me this 15th
day of March, 2001.
Jeanne M. Pelican (SEAL)
Notary Public for South Carolina
My Commission Expires: January 21, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT
)

BEFORE me, the undersigned Notary Public, personally appeared the below signed witness, who, being first duly sworn, deposed and said that s/he saw the within **COMMUNITY SERVICES ASSOCIATES, INC.** by **JOSEPH P. FLETCHER, JR.,** its President, sign, seal and deliver the foregoing, and that s/he, with the other witness named above, witnessed the execution thereof.

(Non Notary Witness)

SWORN to before me this 15th
day of March, 2001.
(SEAL)
Notary Public for South Carolina
My Commission Expires: January 21, 2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT
)

BEFORE me, the undersigned Notary Public, personally appeared the below signed witness, who, being first duly sworn, deposed and said that s/he saw the within **SEA PINES ARCHITECTURAL REVIEW CORPORATION, INC.** by **JOSEPH P. FLETCHER, JR.,** its President, sign, seal and deliver the foregoing, and that s/he, with the other witness named above, witnessed the execution thereof.

(Non Notary Witness)

SWORN to before me this 15th
day of March, 2001.
(SEAL)
Notary Public for South Carolina
My Commission Expires: January 21, 2010

9 PB 15 BJG 757

After Recording Please Return to:

BETHEA, JORDAN & GRIFFIN, P.A
Shelter Cove Executive Park, Suite 400
23-B Shelter Cove Lane
Post Office Drawer 3
Hilton Head Island, SC 29938
(843) 785-2171

BEAUFORT COUNTY SC - ROD
BK 01699 PG 0573
FILE NUM 2003004893
01/21/2003 01:02:43 PM
REC'D BY P BAXLEY RCPT# 113584
RECORDING FEES 15.00

DECLARATION OF COVENANTS AND RESTRICTIONS BY COMMUNITY SERVICES ASSOCIATES, INC.

STATE OF SOUTH CAROLINA	)	**DECLARATION OF COVENANTS AND RESTRICTIONS BY COMMUNITY SERVICES ASSOCIATES, INC.**
	)	
COUNTY OF BEAUFORT	)	

WHEREAS, Community Services Associates, Inc., ("CSA") is a South Carolina Not-For-Profit Corporation and is the owner of that certain real property located within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, shown and described on the attached Exhibit "1" (hereinafter the "Subject Property"); and

WHEREAS, CSA was established to own and maintain certain real properties within Sea Pines Plantation as a representative organization of property owners within Sea Pines Plantation and in accordance with its stated purposes has acquired title to the Subject Property; and

WHEREAS, the Subject Property is subject to various restrictive covenants to include that certain "Declaration of Covenants and Restrictions by Sea Pines Plantation Company" which is recorded as Exhibit "B" to that certain Deed recorded in the Office of the RMC for Beaufort County, South Carolina, in Deed Book 254 at Page 1924; and

WHEREAS, CSA, as the owner, desires to impose on the Subject Property further restrictive covenants as contained hereinafter.

NOW, THEREFORE, this Declaration of Covenants and Restrictions encumbering the Subject Property is made the 19th day of DECEMBER, 1997, by CSA.

1. **WHEREAS CLAUSES.** That the above "Whereas" clauses are incorporated herein by their reference thereto, as fully as if restated herein.
2. **PROHIBITION OF PERMANENT DOCKS, ETC.** That no permanent dock, pier, wharf, weir, floating dock, or other similar structure may be constructed on the Subject Property, nor may any such structure emanate therefrom. The Subject Property shall not be used for access to any permanent dock, pier, wharf, weir, floating dock, or other similar structure.
3. **PROHIBITION OF MUSICAL FESTIVALS, ETC.** That no portion of the Subject Property may be used for music festivals, outdoor music concerts, or other similar events or gatherings in which musical entertainment is an inducement for attendance.

This language shall not be construed so as to prohibit music played at a reasonable level at an event otherwise permissible pursuant to these covenants.

4. **PROHIBITION OF DRIVING RANGE AND PAR 3 GOLF COURSE, ETC.** That no portion of the Subject Property may be used for the purpose of a golf driving range or for a Par 3 golf course, executive golf course or any other abbreviated golfing venues.

5. **PROHIBITION OF SWIMMING POOL.** That no swimming pool shall be placed upon or used on the Subject Property.

6. **PERMITTED STRUCTURES.** Structures in the nature of beach bath house facilities, sports equipment storage, outdoor cookout facilities for non-commercial use, non-profit pavilions and structures for sanitary and safety purposes, which includes by way of example and not as a limitation, fencing and parking areas, which are used to support the above, shall be permitted. Temporary structures may be placed upon the Subject Property provided all plans, to include location of the Subject Property and specification of time or removal and return to previous condition, have been approved, in writing, by CSA.

7. **LIMITATION ON ENTRY, USE AND MAINTENANCE FEES.** Entry fees, use fees and maintenance fees may be charged for the use of facilities on the Subject Property, provided that such fees shall not include any profits and not exceed an amount reasonably necessary to cover all operating expense, taxes, interest on funds borrowed for improvements, and amortization of the cost of improvements.

8. **ACCESS LIMITATION.** The use of Subject Property and the facilities shall be limited to Participating Property Owners in Sea Pines Plantation (as that term is defined in those certain Covenants recorded in Deed Book 224 at Page 1036) and their guests in accordance with Rules and Regulations adopted by CSA.

9. **ESTABLISHMENT OF RULES AND REGULATIONS.** CSA, by and through its Board of Directors, may establish such rules and regulations regarding the use of the Subject Property as it shall deem necessary and prudent. The rules and regulations so established may provide for the levying and collecting of fines for violation(s) thereof.

10. **OPTION TO PURCHASE.** In the event that the Board of Directors of CSA shall vote to sell the property then CSA shall grant to the Sea Pines South Beach Owners Association, Inc., a South Carolina not-for-profit corporation (hereinafter SPSBOA), established pursuant to the restrictive covenants files in the Office of the RMC for Beaufort County, South Carolina, in Deed Book 176 at Page 203 on August 18, 1974 and subsequent amendments thereto, subject to the limitation contained hereinafter, an option to purchase the Subject Property.

10.1 Within five days of the time that the Board of Directors of CSA passes a resolution to sell the Subject Property, CSA shall by certified mail submit to SPSBOA notice of the terms of the sale. SPSBOA shall within 120 days of the mailing receipt notify CSA of its intentions. If it notifies CSA that it does not wish to exercise the option or it if does not indicate its desire, within 120 days, then CSA shall be free to proceed with any sale. Should SPSBOA notify CSA within the 120 days by certified mail that it is going to exercise its option, then such notices shall specify a closing date within 150 days of the date of CSA's mailing the notice to the SPSBOA by certified mail. At the time SPSBOA notifies CSA of its intention to exercise its option hereunder, it shall include an earnest money deposit equal to ten (10%) percent of the purchase price. CSA shall place the earnest money into an interest bearing account with the interest to accrue to CSA's benefit.

10.2 The purchase price to be paid by Sea Pines South Beach Owners Association, Inc., its successors and assigns, shall be the lesser of 1) the sum equal to the purchase price paid by CSA to acquire the Subject Property from its predecessor in title, adjusted on an annual basis by the same percentage used by CSA annually to adjust the amount of assessments paid by Participating Property Owners, together with all realty property taxes (if any), attributable to the Subject Property, paid by CSA or 2) the amount of any bono fide offer made to CSA and which the CSA Board has agreed to accept, subject to this option. The purchase price shall be paid to CSA at closing by way of a certified or cashier's check. All closing costs shall be prorated between or paid by the parties in accordance with the custom in Beaufort County.

10.3 Should the CSA Board vote to lease the property for a period of time longer than fourteen (14) days then prior to entering into any such lease CSA shall offer to the Sea Pines South Beach Owners Association, Inc. a lease on the same terms and conditions to that voted upon by the CSA Board. The Sea Pines South Beach Owners Association shall have thirty (30) days to exercise this rental option. Notice shall be given in the same manner and forms as is set forth in Paragraph 10.1 above.

10.4 In the event that Sea Pines South Beach Owners Association, Inc. does not exercise the option granted hereunder in strict accordance with the procedure set forth in Paragraph 10.1 hereof, CSA shall be entitled to file of public record a notice stating the date of the certified mailing and that no notice of exercise of the option granted hereunder has been received and that such option is terminated. Such notice shall be conclusive proof of termination of the option granted hereunder.

10.5 That said conveyance pursuant to the terms and conditions of this Option to Purchase shall be subject to and contingent upon the retention by CSA of a right of reversion wherein fee simple title to the property, free and clear of all encumbrances subsequent to transfer by CSA to SPSBOA, other than purchase money mortgages, shall revert to Community Services Associates, Inc., its successors and assigns, upon the occurrence of any of the following events: 1) the dissolution, termination of existence, lapse of corporate charter, or administrative dissolution of SPSBOA; or 2) the insolvency, business failure, appointment of a receiver for any property, real or personal, of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, SPSBOA; or 3) the sale or transfer of the property to any person or entity other than an entity which is a property owners association for the South Beach area of Sea pines Plantation or a wholly owned subsidiary of SPSBOA, and which association and transfer have been approved by CSA, its successors and assigns.

11. **PRIOR COVENANTS.** This property continues to be encumbered by all prior covenants, and specifically by the 1974 Covenants as recorded in that certain deed in the Office of the RMC for Beaufort County, South Carolina, in Deed Book 224 at Page 1036.

12. **VIOLATIONS OF COVENANTS.** In the event of a violation of these covenants, CSA or any member of CSA shall be entitled to bring an action to enforce same. In the event such an action is brought, the prevailing party, as determined by the trier of fact, shall be entitled to be paid its attorney's fees and costs of litigation by the non-prevailing party. The trier of fact may award partial attorney fees or his discretion, based upon the degree of success obtained by the prevailing party.

13. **AMENDMENTS.** The Declarant expressly reserves the right to impose additional and further restrictive covenants upon the Subject Property, either by amendment hereof or by separate documents encumbering the Subject Property, by a majority vote of the Board of Directors of CSA, its successors and assigns. Such Amendment shall be effective when executed by its duly authorized officers after approval by a majority of the Board of Directors and upon recordation in the Office of the RMC for Beaufort County, South Carolina.

14. **DURATION.** The covenants and restrictions of this Declaration shall run with and bind the Subject Property, and shall inure to the benefit of and be enforceable by CSA, its legal representatives, successors and assigns for a period of Twenty-five (25) years from the date this Declaration is recorded in the public record. Upon the expiration of such Twenty-five (25) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of renewals and extensions shall be unlimited unless this Declaration is terminated pursuant to a majority vote of the Board of Directors of CSA, its successors and assigns, and by a majority vote of the Participating Property Owners pursuant to a Referendum, as such terms are defined in those certain restrictive covenants recorded in the Office of the RMC for Beaufort County, South Carolina, in Deed Book 224 at Page 1036. The termination shall be effective upon the later of the successful passage of the referendum or the majority vote of the Board of Directors of CSA. In the vent that the Board of Directors of CSA passes a resolution to terminate these covenants as set forth herein and the Participating Property Owners vote to terminate these covenants as provided for herein, then in such an event Community Services Associates, Inc. grants to the Sea Pines South Beach Owners Association, Inc. an option to purchase which said option may only be

exercised in the manner and in strict accordance with the terms set forth in Paragraph 10 (including all sub-paragraphs) above.

15. **GENERAL PROVISIONS.**

15,1 Should any covenant or restriction herein contained, or any paragraph, sentence, clause, phrase, or term within this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

15.2 In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which shall best effect consummation of the general plan of land use restrictions and affirmative obligations of Sea Pines Plantation, which will carry out the intent of CSA as expressed in the recitals of these Covenants, and which will preserve the Subject Property as portion of an attractive well-maintained, privately-governed residential community.

15.3 Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

15.4 When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

15.5 The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

WHEREFORE, Community Services Associates, Inc. has, by and through its duly elected officers, executed this Declaration on the day and date first above written.

WITNESSES:

COMMUNITY SERVICES ASSOCIATES, INC.

By: John Fraser III
PRESIDENT

ATTEST: Albert A. Kirby
EXECUTIVE VICE PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned, and made oath that s/he saw within named **COMMUNITY SERVICES ASSOCIATES, INC.**, by its duly authorized officers, sign and affix its seal as its act and deed, deliver the within written Agreement and s/he with the other subscribing witness witnessed the execution thereof.

SWORN TO BEFORE ME
this 19th day of December, 1997

Notary Public for South Carolina
My Commission expires: My Commission Expires July 13, 2000

24dacvaux\CSA Parcel I Covenants 11.20.97

EXHIBIT 1
SUBJECT PROPERTY

ALL those certain pieces, parcels or tracts of land situate, lying and being at South Beach in Sea Pines Plantation, on Hilton Head Island, in Beaufort County, South Carolina, containing 1.79 Acres, shown and designated as Recreational and Club Area "B," 3.23 Acres, shown and designated as Recreational and Club Area "A," and 0.63 Acres, more or less, as shown and described on a Plat entitled "A Plat of Lands End Subdivision Phases I, II, III, IV," dated March 27, 1978 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in **Plat Book 27 at Page 197.**

Reference is made to the aforementioned plats of record for a more detailed description of the Subject Property.

4 to PB McNair 8098

BEAUFORT COUNTY SC- ROD
BK 02408 PGS 1414-1417
DATE: 07/18/2006 10:07:32 AM
INST # 2006056492 RCPT# 431684

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made effective this 27th day of ~~April~~ June, 2006, by **COMMUNITY SERVICES ASSOCIATES, INC.**, a South Carolina corporation, 175 Greenwood Drive, Hilton Head Island, South Carolina 29928 ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property ("real property" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in Sea Pines Plantation on Hilton Head Island in Beaufort County, South Carolina, more particularly described in the attached ***Exhibit "A"*** ("Property"); and

WHEREAS, Hilton Head Preparatory School ("HHP") occupies certain adjacent property also owned by Declarant pursuant to certain Land Lease dated May 17, 1993, whic property is undergoing certain construction and improvement by HHP ("Leased Property"), and

WHEREAS, as compensatory mitigation for impacting certain areas on the Leased Property, the Town of Hilton Head Island ("Town") has required and in recognition of the continuing benefit to the Property, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (all collectively included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions**. Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Town); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph:

a. Cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property;

b. Removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster;

c. Restoration, avoidance or mitigation required under law or allowed under the Permit;

d. Construction of ditches, swales, and outfalls as pre-approved in writing by Town that are both required and the minimum necessary for compliance with applicable storm water management and sediment reduction laws and regulations. These ditches shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

i. All such activities shall be applicable to upland buffer areas only and not wetlands.

ii. All such activities shall be the minimum size and number necessary.

iii. Ditches and swales shall have a bottom width of not more than five feet (1.52

meters), a depth below adjacent natural ground elevation of not more than four feet (1.22 meters), and a side slope of not less than three feet vertical to one foot horizontal (3V:1H).

iv. The side slopes and surrounding areas of ditches and swales shall be stabilized and restored immediately following construction with natural vegetation. The bottoms of ditches and swales may be cleared and periodically maintained by removal of vegetation. Vegetation shall not be removed by use of herbicides or other chemical means.

v. Upon completion of the work, disturbed areas other than ditches and swales shall be restored to the original contours and elevations and shall be permanently stabilized by restoration of natural vegetation.

vi. Maintenance and repair of the existing drainage features located in the buffer areas.

e. Installation and maintenance of necessary utilities in designated upland buffer areas as pre-approved in writing by Town. All excavated areas shall be restored to pre-existing grade immediately following construction. Utility construction in wetland mitigation areas may be allowed if properly permitted by appropriate state and federal authorities.

f. Construction and maintenance of pedestrian paths, timber bridge crossings and/or boardwalks up to 4' in width as pre-approved in writing by Town.

2. **Amendment**. After recording, these restrictive covenants may only be amended by a recorded document signed by Town and Declarant. Amendment shall be allowed at the reasonable discretion of Town, in consultation with resource agencies as appropriate. There shall be no obligation to allow an amendment.

3. **Notice to Government**. Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights**. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Property Transfers**. Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded in Book ___ at Page ___ on _____ m the Official Records Book for Beaufort County, South Carolina.

6. **Marking of Property**. The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

7. **Recording of Plat**. A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded in Plat Book 114 at Page 133 on 2/10/06 in the Official Records Book for Beaufort County, South Carolina. Attached as Exhibit "A" hereto and incorporated herein is a description of the Property referenced on the above-captioned Plat.

8. **Separability Provision**. Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date

written above.

IN THE PRESENCE OF:

Peggy Rabon

Cynthia P. Gray

Declarant:

Community Services Associates, Inc.

By: Cary A Kelley

Its: Executive Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Cary A. Kelley on behalf of Community Services Associates, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 12th day of ~~April~~ June, 2006.

Joanne M. Pearce (SEAL)
Notary Public for South Carolina
My commission expires: My Commission Expires January 21, 2010

Exhibit "A"

Description of Property Subject to Declaration of Restrictive Covenants

All those certain parcels of real property shown and described as Littoral Shelf "A"; Littoral Shelf "B"; Littoral Shelf "C"; and Littoral Shelf "D" on that certain plat of survey entitled "Plat of Littoral Shelves of 19.672 Ac., near Lawn Road, a Section of Parcel G, Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina", prepared by Surveying Consultants, certified by Terry Hatchell, SCRLS 11059, dated March 6, 2006, and recorded in Plat Book 114 at Page 133 in the Office of the Register of Deeds for Beaufort County, South Carolina.

12 PBS
1B
JPSN

BEAUFORT COUNTY SC- ROD
BK 02539 PGS 1193-1204
DATE: 03/20/2007 08:36:08 AM
INST # 2007021741 RCPT# 477937

#1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DEED
BILL OF SALE AND
ASSIGNMENT OF RIGHTS

This Deed, Bill of Sale, and Assignment of Rights ("Agreement") is made this 14th day of March, 2007, by Sea Pines Company, Inc. f/k/a Sea Pines Plantation Company, Inc. ("Sea Pines'), a South Carolina corporation; Sea Pines Forest Preserve Conservation Association, Inc., a Delaware corporation ("SPFCA"); Tide Pointe, Inc., a South Carolina corporation ("TP"); Sea Pines/Tide Pointe, Inc., a South Carolina corporation ("SPTP"); Sea Pines Real Estate Company, Inc., a South Carolina corporation ("SPRCO"); Lighthouse Realty, Inc., a South Carolina corporation ("LRI"); RG Subsidiary Corporation, a South Carolina corporation ("RG"); The Fifth Golf Course Club, Inc. (FGCC"), a Delaware corporation; and Sea Pines Associates, Inc. ("SPA"), a South Carolina Corporation, collectively as Grantor, and Sea Pines Resort, LLC, a Virginia limited liability company, P.O. Drawer 7000, Hilton Head Island, South Carolina, 29938 as Grantee.

WHEREAS, that on or about November 24, 1986 Sea Pines Plantation Company filed for bankruptcy under Chapter 11 of the United States Bankruptcy Code, Case No. 86-03807. On November 24, 1986, United States District Court Judge, Sol Blatt, Jr., withdrew the reference of this case to the United States Bankruptcy Court and the case was retained and reserved in the United States District Court pursuant to 28 U.S.C. Sections 157 and 1334; and

WHEREAS, by Order of the District Court entered November 26, 1986, John F. Curry was appointed Interim Trustee for the above-named Debtor and by Order entered December 23, 1986, was appointed Trustee pursuant to 11 U.S.C. Section 1104, authorized to manage the affairs and operate the businesses of this Debtor, among others, pursuant to 11 U.S.C. Section 1108; and

WHEREAS, after proper notice and a hearing, the United States Bankruptcy Court for the District of South Carolina entered an Order approving the conveyance of various assets of the Debtor; and

WHEREAS, John F. Curry, as Trustee, did execute and record various deeds, easements, assignments, and other conveyances to Sea Pines, including but expressly not limited to those certain assets and rights listed and described in the documents set forth on Exhibit A ("Bankruptcy Assets"); and

WHEREAS, in addition, Sea Pines, SPFCA, TP, SPTP, SPRCO, LRI, RG, FGCC, and SPA have from time to time acquired other assets, including real and personal properties, intangibles, declarant rights and other assets. These rights and assets include but expressly are not limited to those described on Exhibit B attached hereto. The Bankruptcy Assets and all other assets and rights described herein and on Exhibits A and B of any kind are hereinafter referred to collectively as "Property";

ADD DMP Record 5/2/2007 01:09:37 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R550	017	000	1122	0000	00

50

WHEREAS, on or about January 15, 1992, Sea Pines Plantation Company, Inc. changed its name to Sea Pines Company, Inc.;

WHEREAS, on or about March 17, 2005, RG was merged into SPA;

WHEREAS, on or about March 14, 2006, Sea Pines, SPFCA, TP, SPTP, SPRCO, LRI, and FGCC were merged into SPA;

WHEREAS, on or about March 15, 2006, SPA was dissolved and all of its remaining Property and rights of any nature and kind were transferred or were intended to be transferred to the Grantee;

WHEREAS, as part of its duties and obligations of winding up its affairs under Section 33-31-1406 of the South Carolina Code of Laws (1976), as well as under applicable Delaware law (SPFCA and FGCC) , Sea Pines, SPFCA, TP, SPTP, SPRCO, LRI, RG, FGCC, and SPA wish to execute this Agreement in order to properly confirm and document the conveyance and transfer of all Property of any nature or kind to the Grantee, effective March 15, 2006.

NOW, THEREFORE, Sea Pines, SPFCA, TP, SPTP, SPRCO, LRI, RG, FGCC, and SPA, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable consideration, to it in hand paid by Sea Pines Resort, LLC, P.O. Drawer 7000, Hilton Head Island, SC 29938, the receipt whereof is hereby acknowledged, has granted, bargained, released, assigned, conveyed, transferred, and forever quit-claimed, and by these presents, does grant, bargain, release, assign, convey, transfer, and forever quit-claim unto the said Grantee, its successors and assigns, the Property, as well as all real and personal, tangible and intangible, and all rights of any nature and kind said Grantor may be possessed of or have any rights in and to, or in the future may be possessed of or have rights to.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said Property belonging or in anywise incident or appertaining thereto.

[LEFT INTENTIONALLY BLANK]

TO HAVE AND TO HOLD, all and singular the Property aforementioned unto the said Grantee, its successors and assigns, forever.

Witness its hand and seal this 14th day of March, 2007.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

SEA PINES COMPANY, INC.

By: Michael E. Lawrence
Michael E. Lawrence
Its: President

SEA PINES ASSOCIATES, INC.

By: Michael E. Lawrence
Michael E. Lawrence
Its: Chief Executive Officer

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of Sea Pines Company, Inc. and Sea Pines Associates, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

SEA PINES FOREST PRESERVE
CONSERVATION ASSOCIATION, INC.

By: Michael E Lawrence
Michael E. Lawrence
Its: President

Marion Logan

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of Sea Pines Forest Preserve Conservation Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

TIDE POINTE, INC.

By: Michael E Lawrence
Michael E. Lawrence
Its: President

Marion Logan

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of Tide Pointe, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

SEA PINES/TIDE POINTE, INC.

By: Michael E. Lawrence
Michael E. Lawrence
Its: President

Marion Logan

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of Sea Pines/Tide Pointe, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

SEA PINES REAL ESTATE
COMPANY, INC.

By: _____
Michael E. Lawrence
Its: President

_____

Marion Logan

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of Sea Pines Real Estate Company, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

LIGHTHOUSE REALTY, INC.

Marion Logan

By: Michael E. Lawrence
Michael E. Lawrence
Its: President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of Lighthouse Realty, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

RG SUBSIDIARY CORPORATION

By: Beverley W. Armstrong
Beverley W. Armstrong
Its: Vice-President

STATE OF VIRGINIA)
City)
~~COUNTY~~ OF Richmond) ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of Virginia, do hereby certify that Beverley W. Armstrong, the duly authorized representative of RG Subsidiary Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Notary Public for: Virginia
My Commission Expires: August 15, 2007

THE FIFTH GOLF COURSE CLUB, INC.

By: Michael E. Lawrence
Michael E. Lawrence
Its: President

Marion Logan

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Michael E. Lawrence, the duly authorized representative of The Fifth Golf Course Club, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND AND SEAL this the 14th day of March, 2007.

Marion Logan
Notary Public for: South Carolina
My Commission Expires: 3-12-2014

EXHIBIT A

Partial Listing of Bankruptcy Conveyance Documents

	Date	Document	Beaufort County Register of Deeds Recording Information
1.	4/17/87	Bill of Sale	N/A
2.	4/17/87	Assignment of Proprietary Rights	N/A
3.	4/17/87	Assumption Agreement	410/522
4.	4/17/87	Deed	490/415
5.	4/17/87	Deed	490/502
6.	4/17/87	Deed	490/542
7.	4/17/87	Deed	490/599
8.	4/17/87	Deed	490/603
9.	4/17/87	Easement	490/606
10.	11/17/87	Deed	490/613
11.	11/17/87	Assignment of Rights	490/663
12.	11/17/87	Assignment of Rights	490/712
13.	11/17/87	Easement	490/755
14.	11/17/87	Easement	490/760
15.	11/17/87	Easement	490/766
16.	11/17/87	Easement	490/771
17.	11/17/87	Easement	490/784
18.	11/17/87	Easement	490/789
19.	11/17/87	Assignment	490/848
20.	1/12/89	Assignment	520/1907
21.	1/12/89	Assignment	520/1910
22.	1/12/89	Deed	520/1912

EXHIBIT B

1) **Parcel 1 – Artist Area –** All that certain piece, parcel or tract of land containing 2.49 acres , shown and designated as "Artist Area" on a plat entitled " A Plat of 2.49 Acres ARTIST AREA, a Portion of Harbour Town" dated October 8, 1974, and recorded at the Beaufort County Register of Deeds at Plat Book 29 a t Page 226.

TMS # 550-17-000-1122

Derivation: DB 490 P 415

2) **Parcel 2** - All properties, both real and personal, tangible and intangible, now owned by or to which the within Grantor has claim to or may have in the future including, but not limited to, all land, easements, appurtenances, density units, family dwelling units, reserved rights under covenants and restrictions of record, declarant rights of any nature or kind, repurchase rights, reversion rights, logos, names, licenses, trademarks, service marks, trade names, copyrights, files, drawings, documents, mineral rights, plats, surveys, corporate records, unassigned sewer and water capacity or rights to payments therefore, tax refunds, accounts receivable, notes receivable, bank deposits, bank accounts including all escrow accounts, letters of credit, deposits with private or public entities, stocks, bonds and other securities, furniture, fixtures and equipment and other property whatsoever, and specifically including any and all properties and rights of any merged, dissolved, or terminated corporations, partnerships or entities which the within Grantor may be a survivor of or successor in interest wheresoever located anywhere in the world , within or without the legal boundaries of Beaufort County, South Carolina.

Smoot Pitts Elliott & Biel File # 03-058

BEAUFORT COUNTY SC - ROD
BK 02594 PGS 0500-0504
FILE NUM 2007051516
07/06/2007 10:36:57 AM
RECD BY J COORE RCPT# 498155
RECORDING FEES 11.00

STATE OF SOUTH CAROLINA	)	AMENDMENT TO DECLARATION OF
	)	COVENANTS AND RESTRICTIONS
	)	BY SEA PINES PLANTATION
COUNTY OF BEAUFORT	)	COMPANY, INC., AS AMENDED

This Amendment to Declaration of Covenants and Restrictions By Sea Pines Plantation Company, Inc. ("SPPC"), as amended is made as of the 29th day of June, 2007, by Sea Pines Resort, LLC a Virginia limited liability company ("SPR"), successor- in- interest to SPPC, with the acknowledgement and consent of Community Services Associates, Inc., a South Carolina corporation ("CSA") and the Association of Sea Pines Plantation Property Owners, Inc. and the Advisory Board, a South Carolina corporation ("ASPPPO").

WHEREAS, the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated September 7, 1974 was recorded in the Register of Deeds Office for Beaufort County, South Carolina ("ROD") in Deed Book 224 at Page 1036 on October 7, 1974, (as heretofore amended, "the 1974 Covenants"); and

WHEREAS, the 1974 Covenants provide that such covenants may be amended, with the approval of SPPC, by means of a Referendum conducted by mail ballot if at least seventy-five percent (75%) of the votes returned by Participating Property Owners within the specified time are in favor of such amendment; and

WHEREAS, the amendment to the 1974 Covenants set forth herein has been approved by SPR; and

WHEREAS, this Amendment was approved by more than eighty-nine percent (89%) of the Participating Property Owners who voted in the Referendum as certified to by Robinson Grant and Co., Certified Public Accountants and stated in their letter dated June 22, 2007.

NOW, THEREFORE, Article III of the 1974 Covenants is hereby amended as follows:

1. The first paragraph of Article III of the 1974 Covenants is hereby deleted and replaced with:

"Community Fund. Community Services Associates, Inc., a South Carolina corporation, ("CSA") shall have the power to levy assessments, fees and charges as provided for herein. Assessments, fees and charges will be used to provide a Community Fund to operate, maintain and improve Sea Pines Plantation. In addition, the Community Fund will be used to maintain and preserve an attractive community and to maintain the general safety and

security of Sea Pines Plantation. Each owner of property in Sea Pines Plantation shall pay the assessments levied by CSA as provided for herein on such owner's property."

2. Paragraph A of Article III of the 1974 Covenants is hereby deleted and replaced with:

A. Participating Property Owners

(1) Each Participating Property Owner shall pay an annual assessment. As of January 1, 2007 the annual assessment was $ 857.00 for each Family Dwelling Unit and $512.00 for each Residential Lot. Property shall be deemed a Residential Lot when it is platted as a residential lot and such plat is recorded in the ROD. A Family Dwelling Unit on two or more contiguous Residential Lots shall be deemed to be, and shall be assessed as, one (1) single Family Dwelling Unit.

(2) In determining the annual assessment for any year, beginning with 2008, the Board of Directors of CSA (the "Board") may determine an assessment that is greater or less than, or the same as, the assessment for the previous year, provided, that no such increase shall exceed the increase in the Consumer Price Index (the "CPI") for the most recent 12 month period prior to such determination. For these purposes, the CPI will be the index established by the United States Department of Labor, Bureau of Labor Statistics, and identified as the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average. In the event the CPI is discontinued, the Board may choose a comparable alternative index published by an agency of the United States Government or by a responsible financial publication of recognized authority, reflecting nationwide fluctuations in consumer costs. If the Board fails to determine the annual assessment for any year, the annual assessment for such year shall be the same as the previous year."

(3) The following paragraphs D through F of Article III of the 1974 Covenants are hereby adopted:

"D. In addition to the annual assessments authorized by Article III paragraphs A and B, CSA, by vote of two-thirds (2/3) of the members of the Board, may levy a special assessment for emergency funding following extraordinary disaster as declared by an appropriate government agency for damage to common properties. The Board may levy such special assessment for an amount not to exceed the total amount of the annual assessment in effect for the current year, for emergency and other repairs following a storm, fire, natural disaster, or other casualty loss. Special assessments in excess of that amount are required to be approved by a Referendum. Owners of each type of property within Sea Pines Plantation shall pay a special assessment in an amount that is proportionate to their share of annual assessments. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

Special assessments shall not be used to provide funding of reserve accounts or capital contributions for normal or routine maintenance and repair of common properties.

E. All delinquent annual and special assessments shall accrue interest at the legal rate and a delinquent owner of property within Sea Pines Plantation, as defined in Article I (B) shall be responsible for all costs of collection, including reasonable attorneys' fees and court costs.

F. The annual and special assessments together with such interest or late charges thereon and costs of collection as herein provided, shall be a legally enforceable charge and continuing lien on the respective property within Sea Pines Plantation against which each such assessment is made and shall be the personal obligation of the person who was the owner of such property at the time the assessment first became due and payable. In the case of co-ownership of a property within Sea Pines Plantation, all co-owners shall be jointly and severally liable for the entire amount of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property owner from liability for any assessments accruing after conveyance by the mortgagee to a subsequent owner.

(4) Except as amended herein, the remaining Covenants and Restrictions contained in the 1974 Covenants, shall remain in full force and effect.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

Witness our hand and seals the date first above written.

WITNESS:

SEA PINES RESORT LLC

By: _____

Title: General Manager

COMMUNITY SERVICES ASSOCIATES, INC.

By: _____

Title: PRESIDENT

ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC. AND THE ADVISORY BOARD

By: _____

Title: PRESIDENT

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT) under SC Code § 30-5-30(C)

I the undersigned notary public, do hereby certify that Sea Pines Resort, LLC by its proper official personally appeared before me this day and aeknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of June, 2007

Notary Public for South Carolina
My Commission Expires: 3/12/2014
(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code § 30-5-30(C)

I the undersigned notary public, do hereby certify that the within named officers of Community Services Associates, Inc. by their proper officials personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of June, 2007.

Notary Public for South Carolina
My Commission Expires: My Commission Expires January 21, 2010
(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code § 30-5-30(C)

I the undersigned notary public, do hereby certify that the within named officers of the Association of Sea Pines Plantation Property Owners, Inc. and the Advisory Board by their proper officials personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of June, 2007.

Notary Public for South Carolina
My Commission Expires: My Commission Expires January 21, 2010
(SEAL)

BEAUFORT COUNTY SC - ROD
BK 03254 PGS 2711-2716
FILE NUM 2013039377
07/09/2013 03:49:20 PM
REC'D BY S SMITH RCPT# 716428
RECORDING FEES 12.00

AMENDMENT

STATE OF SOUTH CAROLINA	)	
	)	**AMENDMENT TO DECLARATION**
	)	**OF COVENANTS AND RESTRICTIONS OF**
	)	**SEA PINES PLANTATION COMPANY, INC.,**
COUNTY OF BEAUFORT	)	**AS AMENDED**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS BY SEA PINES PLANTATION COMPANY, INC. (the "**SPPC**"), as amended, made as of the 9 day of May, 2013, by **SEA PINES RESORT, LLC**, a Virginia limited liability company (hereinafter referred to as the "**SPR**") with acknowledgment and consent of **COMMUNITY SERVICES ASSOCIATES, INC.**, a South Carolina corporation ("**CSA**") and the **ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC. AND THE ADVISORY BOARD**, a South Carolina corporation ("**ASPPPO**").

WHEREAS, the Declaration of Covenants and Restrictions of Sea Pines Plantation Company, Inc. dated September 7, 1974 was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 224 at Page 1036 on October 7, 1974 (hereinafter referred to as the "**Covenants**"); and

WHEREAS, Article I (j) of the Covenants provides for a mail Referendum wherein Participating Property Owners, as defined in the Covenants, may vote by mail ballots on certain actions and in the event at least seventy-five (75%) percent of the votes actually returned by Participating Property Owners within the specified time shall be in favor of such action, the action voted upon will be deemed to have been authorized by the Participating Property Owners and will become effective as an amendment to the Covenants if approved by SPR; and

WHEREAS, by that certain "Assignment of Rights" dated November 17, 1987 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 490 at Page 712, by and between John F. Curry, Trustee in Bankruptcy for Hilton Head Holdings Corporation and a reorganized Sea Pines Plantation Company, Inc. certain rights under the Covenants including the right to call and approve a Referendum were assigned to SPPC; and

WHEREAS, SPR is successor Declarant to SPPC under the Covenants; and

WHEREAS, a Referendum was called by SPR and the Sea Pines Country Club, Inc. (the "**Club**"), CSA and ASPPPO in accordance with a Call For and Notice of Referendum dated March 1, 2013 (the "**Notice**"); and

WHEREAS, the Notice described the Amendment set forth hereinafter; and

WHEREAS, this Amendment was approved by more than seventy-five (75%) percent of the Participating Property Owners who voted in the Referendum as certified by the Inspector of Elections; and

WHEREAS, this Amendment has been approved by SPR.

NOW, THEREFORE, the Covenants are hereby amended as follows:

1. The above "**WHEREAS**" clauses are hereby incorporated in this Amendment as if restated.

2. The first three sentences of Article II, Paragraph C, Subparagraph (8) are hereby deleted and the following language inserted instead:

   The Sea Pines Club Course shall continue to be a private golf course for the exclusive use of members of the Club and their guests. Membership in the Club shall be afforded to a person who is either:

   (a) an Owner of a Residential Lot or Family Dwelling Unit within Sea Pines Plantation; or

   (b) a full-time resident of The Seabrook of Hilton Head who is a member in good standing of the Club immediately prior to his or her relocation to The Seabrook of Hilton Head which is that certain retirement facility located on Woodhaven Drive, Hilton Head Island, South Carolina; or

   (c) a full time resident of any other retirement facility located on Hilton Head Island, South Carolina and approved by the Board of Directors of the Club as a qualifying retirement facility for purposes of this provision provided that such person had been a member in good standing of the Club and an owner of property within Sea Pines Plantation immediately prior to his or her relocation to such qualifying retirement home; or

   (d) any former Sea Pines Plantation Property Owner who is a member in good standing of the Club at the time he or she ceased to be an Owner of property in Sea Pines Plantation; or

   (e) any person who is not an Owner of a Residential Lot or Family Dwelling Unit within Sea Pines Plantation, provided, however, this category of membership shall be limited to a maximum of Two Hundred (200) members at any one time other than those members included under subparagraphs herein (b), (c), (d) and (f); or

   (f) any person who is an owner of a Boat Slip Condominium Unit in the Harbour Town Yacht Club Boat Slip Horizontal Property Regime.

No rights of a Sea Pines Plantation Property Owner shall accrue to a non-Property Owner member of the Club other than access through the security gates for the limited purpose of using the Club and SPR-owned golf courses.

3. Except as hereby amended or as previously modified, all of the provisions of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, have caused this instrument to be executed and their corporate seals to be hereto affixed, as of the day and year first above written.

WITNESSES:

Santonia Chisolm

Tracy B McNeill

SEA PINES RESORT, LLC,
a Virginia limited liability company

By: _____
Steven P. Birdwell
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Steven P. Birdwell as President of Sea Pines Resort, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 9 day of May, 2013.

Jeanne M. Case (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/4/20

Santonia Chisolm
Tracy B McDuell

COMMUNITY SERVICES ASSOCIATES, INC.,
a South Carolina non-profit corporation

By: _____
Robert B. Mang
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Robert B. Mang as President of Community Services Associates, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 9th day of May, 2013.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/4/20

Statement of Referendum Results

2013 Amendment to the Declaration of Covenants and Restrictions by Sea Pines Plantation Company

In accordance with the Declaration of Covenants and Agreement of 1988 for the Transfer of Properties, Reserved Rights and Obligations of Hilton Head Liquidation Corp. to Community Services Associates, Inc., Section 5.11, this Statement of Referendum Results is as follows:

Effective date of Call for Referendum: March 1, 2013

Effective date of mailing referendum material: March 1, 2013

Total Votes Received: 2897

75% Approval Requirement: 2,173

Total Votes For: 2,661

Total Votes Against: 225

No Vote Noted on Ballot: 11

Robert B. Mang
CSA Board President

Craig Ostergard
CSA Board Secretary

6/14 RB

BEAUFORT COUNTY SC - ROD
BK 3574 Pgs 1403-1410
FILE NUM 2017025319
05/12/2017 11:11:10 AM
REC'D BY rbing RCPT# 849794
RECORDING FEES $14.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LAND USE COVENANTS AND RESTRICTIONS FOR SIX OAKS CEMETERY

These Land Use Covenants and Restrictions for Six Oaks Cemetery (the "**Covenants**") are made effective as of May 1, 2017, by Six Oaks Cemetery, Inc. (the "**Corporation**").

WHEREAS, the Corporation is the owner of that certain property known as Six Oaks Cemetery (the "**Cemetery**") located within Sea Pines Plantation, Beaufort County, South Carolina as described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Corporation desires to make the Cemetery subject to these Covenants.

NOW THEREFORE, the following Covenants shall apply against the real property as described in **Exhibit "A"**.

1. The purchaser of a right of interment shall be the interment rights holder of record on the books of the Corporation and shall be a sole individual, or in the case of a couple buying jointly, shall be two individuals. The right of interment shall belong to the interment rights holder of record and to those other persons entitled thereto as "permitted user(s)" pursuant to the underlying sales agreement. All references in these Covenants shall be deemed to include the singular or the plural as the context requires.

2. Burials or interments may not be made, nor improvements made, on sites which have not been fully paid for, except by special written permission of the Board of Trustees of the Corporation.

3. All rights of interment are conveyed subject to a first right of repurchase which is reserved in favor of the Corporation, and which option may be exercised if the interment rights holder offers said right or rights of interment for sale. If an interment

rights holder desires to sell said right or rights of interment, they shall give the Corporation written notice.

The Corporation shall have thirty (30) days from the receipt of said notice to repurchase said rights of interment from the interment rights holder at the original purchase price paid by the interment rights holder, less the 10% fee paid to the Care and Maintenance Trust of Six Oaks Cemetery, and less a 10% administrative fee. If the interment rights holder fails to give the Corporation written notice of their desire to sell, then the interment rights holder or their successor in interest shall be obligated to convey said right or rights of interment to the Corporation upon tender by the Corporation of the original purchase price less the 20% in fees described above. If the Corporation has not repurchased said rights within thirty (30) days from the receipt of said notice, the interment rights holder may freely convey such rights. The Corporation's decision not to repurchase any such rights on a given sale shall not constitute a waiver of the Corporation's right of repurchase for any future sale of those rights.

4. No sale, gift, devise, transfer or assignment of the rights in a burial site or niche shall be valid until the Corporation has received notification in writing thereof and has consented thereto by recording the same on its books. Any such sale, gift, devise, transfer or assignment of the rights in a burial site or niche without the written consent of the Corporation may be subject, in the Corporation's sole discretion, to a processing fee in an amount determined by the Corporation.

   The Corporation reserves the right to refuse its consent to a sale, gift, devise, transfer or assignment for any or no reason. If the Corporation does not consent to a sale, it may exercise an option to repurchase as provided above, but is not obligated to do so.

5. Every instrument, adjudication or decree affecting the rights of interment must be filed with the Corporation. Until receipt of such filing and recordation on the books of the Corporation, the Corporation may rely upon its own records for all purposes.

6. The Corporation reserves the right to use all the rights of interment which have not been sold for any purposes whatsoever consistent with the operation, care and maintenance of a Cemetery, including interment of the dead.

7. The Corporation reserves to itself, and to those lawfully entitled, a perpetual right of ingress and egress over individual sites for the purpose of passing to and from other sites.

8. No easement or right-of-way is granted to the interment rights holder in any road, drive, alley or walkway within the Cemetery. Roads, drives, alleys and walkways may be used as means of access to the Cemetery, its building or lots, but only as long as the Corporation devotes them to those purposes.

9. The Corporation is responsible for the ordinary, routine maintenance of the Cemetery. The ordinary maintenance program is not intended to maintain the landscaping of private garden areas established by individual interment rights holders. Families who wish to place additional landscaping at family members' plots should contact the Corporation for written approval prior to purchasing plant materials, including sod grass. Approval may be denied on aesthetic grounds or any other grounds which in the sole judgement of the Corporation seems sufficient.

   Upon written approval, the maintenance required for the additional landscaping is considered to be extraordinary maintenance and will be the responsibility of the interment rights holder or their representative for those sites. If an interment rights holder or their representative is notified by the Corporation of extraordinary maintenance needs for their site and does not bring their site into compliance within 30 days of notice, the extraordinary maintenance will be performed at the expense of the responsible party. In lieu of performing extraordinary maintenance the Corporation may, at the responsible party's expense, remove the landscape enhancement or additional memorialization and return the site to its previous condition.

10. The Corporation has the authority to remove without notice, all improvements made on cemetery sites without its consent and all improvements which in spite of reasonable care and maintenance have deteriorated beyond reasonable repair because of the elements or other causes. It further has authority to remove all flowers, wreaths and other decorative arrangements, and all trees, shrubs, plants, roots, branches and limbs, from sites as soon as they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained in the Cemetery. The use of artificial flowers is not allowed.

11. Balloons, plastic markers, wind chimes, bird feeders, incendiary devices, candles, Easter eggs, shells, planters, and like decorative items are likewise not permitted and will be removed by the Corporation without notice. The Corporation is not responsible for the safety or preservation of vases, pots, or other short-term memorials and gestures of respect for departed loved ones.

12. No plants or other decorative items of any kind are allowed in the Veteran's Garden at any time. The Corporation reserves the right to display American flags to honor

deceased military veterans on Memorial Day, Independence Day, Patriot's Day, Veterans Day, in December in association with the Wreaths Across America program and any other dates deemed appropriate.

13. The Corporation reserves the right to prevent the removal of any trees, shrubs, plants, or herbage of any kind whatsoever from a site unless its prior written permission is given.

14. The Corporation has the right at any time to refuse admission to the Cemetery of any person or persons deemed objectionable to the best interests of the Cemetery or whose behavior is unbecoming a sacred place.

15. The following activities are prohibited anywhere within the Cemetery: loud or boisterous talking; idling or loafing; bringing and consuming lunches or refreshments, unless the event is approved in advance by the Corporation; bringing and consuming alcoholic beverages; peddling or soliciting the sale of any commodity; placing signs, notices or advertisements of any kind; bringing or using firearms, except in connection with a military funeral or memorial service; bringing chairs or the like, except during funerals; or littering the grounds with paper, trash or other refuse; the defacement, destruction or desecration of graves, memorialization or the Cemetery grounds. The Corporation's Board of Trustees reserves the right to host events deemed to be in the best interest of the Corporation.

16. No right of interment sold for the burial of remains of the human dead shall be used for any other purpose.

17. All interments, disinterments and removals must be made at the time, in the manner, upon the conditions, and upon the charges fixed by the Corporation.

18. Forty-eight (48) hours' notice to the Corporation is required prior to any interment. If religious doctrine dictates otherwise, a twenty-four hour notice is required. A minimum of at least one week's notice prior to any disinterment or removal is required. If a burial is involved in the service, the Corporation requires this notification process be handled by the funeral home.

19. Funeral services must be completed by sunset. Funeral homes should notify the Corporation in writing twenty-four (24) hours prior to any military service, including 21 gun salutes, honor guards and flyovers.

20. When a burial is to be made in a site or when cremains are to be placed in a bench, the location of the burial or cremains shall be designated by the interment rights

holder or his/her representative by notifying the Corporation. This designation by the interment rights holder or representative should occur during a pre-funeral meeting held with the Corporation to discuss final arrangements. Should the Corporation not receive timely notice of such designation, the Corporation reserves the right to decide upon the location so as not to delay the funeral.

21. Not more than one full burial shall be interred in one grave space, except (a) a full burial and an urn may be buried in the same site; or (b) two urns may be buried in one site in the absence of a full burial. It is imperative that the Corporation receive the appropriate payment prior to any interments, including second interments in a site.

22. Interments in a site shall not be greater than the number permitted by these Covenants and by the layout and location of interment spaces according to the master plan and other records on file at the offices of the Corporation.
23. All burials must be made in a protective outer burial container (Category I) as defined in the South Carolina Perpetual Care Cemetery Act. The Corporation reserves the right, at its option, to install all such containers by its own employees and to assess the interment rights holder a reasonable charge therefor.

24. All sites where interments have occurred are required to have proper permanent grave memorialization within six months of burial. In the event there is no permanent memorialization installed within six months of interment, the Corporation reserves the right to invoice the interment rights holder or their representative for a suitable permanent memorial. All memorialization must be approved in writing prior to purchase. The Corporation must supervise the installation of all memorials and reserves the right to determine placement and orientation. Any memorialization installed without written approval is subject to removal or repositioning by the Corporation at the responsible party's expense. Unmarked graves are not permitted. Any temporary marker that is left at the grave site after six months will be removed.

25. The Corporation reserves the right to establish specific memorialization requirements for each burial garden.

26. The Corporation will receive a fee that is determined by the size (i.e. square inches) of a monument's base (i.e. footprint) for remittance to the Care and Maintenance Trust of Six Oaks Cemetery. This fee is collected regardless of the type or where they were purchased. The memorial maintenance program of the Corporation provided for by this charge includes installation supervision, periodic leveling and cleaning of memorials. This fee shall solely go to the Care and Maintenance Trust of Six Oaks Cemetery Inc., and shall not go to the general fund of the Corporation.

27. Each memorial in the Cemetery is individually owned by the purchaser. Columbarium superstructures are owned by the Corporation. The Corporation is not responsible for any memorial (including niche plaques) that becomes damaged due to natural causes, the aging process, disasters, hurricanes, acts of others and/or vandalism.

28. The Corporation operates the Cemetery without regard for race, creed, color, religion or national origin, and in accordance with all applicable laws and regulations.

29. The Corporation will facilitate access into Sea Pines Plantation for friends and family to visit the Cemetery in accordance with the General Information (as described below) and in accordance with applicable law. Access will be granted only during daylight hours with travel to and from the Cemetery only.

30. Prices of rights of interment and a list of services for which there may be a later charge are available from the Corporation. The Corporation's Board of Trustees reserves the right to modify prices if deemed to be in the best interest of the Corporation.

31. The Corporation, its successors or assigns, without the consent of the interment rights holders or permitted users, may modify these Covenants and establish and modify General Information for the Cemetery from time to time as it considers necessary to properly maintain and operate the Cemetery. In the event of a conflict between these Covenants and the General Information these Covenants shall control.

32. The Corporation is hereby empowered to enforce these Covenants and the General Information and to exclude from the Cemetery any persons violating them. The Corporation shall have charge of the grounds and buildings, including but not limited to the conduct of funerals, traffic, workmen, interment rights holders, permitted users and guests of interment rights holder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed this 5 day of May, 2017.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Sandra Archer
Signature of 1st Witness

Santonia Chisolm
Signature of 2nd Witness/Notary Public

SIX OAKS CEMETERY, INC.

By: Mark Griffith
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Mark Griffith as President of **Six Oaks Cemetery, Inc.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5 day of May, 2017.

Santonia Chisolm
Notary Public for SOUTH CAROLINA
My Commission Expires: 3/1/2026

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Exhibit "A"

ALL that certain 6.74 acre tract as shown on the plat entitled "Boundary Reconfiguration Plat of Six Oaks Park and Six Oaks Cemetery, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Surveying Consultants, Terry G. Hatchell SCRLS # 11059, dated April 27, 2017 and recorded May 12th, 2017 in the Beaufort County Records in Plat Book 146 at Page 129. For a more accurate description of the distances, courses, metes and bounds of the property, reference to said plat of record is hereby made.