

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

61

STONE CREEK ENTERPRISES, INC.)

TO)

MASTER DEED

STONE CREEK VILLAS)
HORIZONTAL PROPERTY REGIME XXXVIII A)

HORIZONTAL PROPERTY REGIME

At Hilton Head Island, County of Beaufort, and State of South Carolina, on this 19th day of October, 1973, Stoney Creek Enterpriser, Inc., a Corporation, organized and existing under the laws of the State of Georgia, whose principal office is situated at Savannah, State of Georgia, (hereinafter referred to as "Grantor"), does hereby declare:

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

ALL that certain piece, parcel or lot of land situate, lying and being in Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina, known as Stoney Creek Villas, Horizontal Property Regime XXXVIII A as shown on a plat thereof prepared by Forrest F. Baughman, R.L.S., which said plat is dated October 16, 1973 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 143; said herein described property commencing at a Point of Beginning which said Point of Beginning is the generally easternmost point of the within described property and its intersection with the southernmost point of Lot Number Thirty-two (32) of certain properties described on the within plat as "Stoney Creek Subdivision" and further with its intersection of the generally northern right of way of Stoney Creek Road; thence S 24° 32' W a distance of 83.95 feet to a point; thence S 46° 48' W a distance of 319.57 feet to a point; thence S 41° 23' W a distance of 30.09 feet to a point; thence S 33° 37' W a distance of 283.7 feet to a point which said point is the generally southernmost point of the within described property and its intersection with the generally northern right of way of the above mentioned Stoney Creek Road and the generally northern right of way of Lighthouse Road; thence along a slight curve to the left with a delta angle of 22° 27' a radius of 868.51 feet and an arc of 340.24 feet to a point; thence N 57° 41' 58" E a distance of 510.89 feet to a point; thence N 25° 51' 52" W a distance of 93.12 feet to a point; thence N 63° 45' 53" E a distance of 29.73 feet to a point; thence N 26° 14' 07" W a distance of 104.1 feet to a point; thence N 63° 45' 53" E a distance of 20 feet to a point; thence N 26° 14' 07" W a distance of 26.5 feet to a point; thence N 64° 15' 37" W a distance of 78.7 feet to a point; thence N 25° 51' 52" W a distance of 75 feet to a point; thence N 84° 35' E a distance of 381.31 feet to a point; thence S 37° 41' E a distance of 196.28 feet to the said Point of Beginning.

Save and accepting a nonexclusive easement for ingress and egress, said easement shown on the above referred to plat as being a roadway of approximately 20 feet in width and commencing at Stoney Creek Road and extending in a generally southeast to northwest direction across the within described property and ending at the intersection of the regime lines of the within described property and the proposed Stoney Creek Villas, Horizontal Property Regime XXXVIII C.

Included, however, as a part of the said Stoney Creek Villas, Horizontal Property Regime XXXVIII A, shall be a 33/62 undivided interest in and to the pool site containing .325 acres, as shown on the hereinabove referred to plat. Further granted, is the right of ingress and egress to and from the pool site as shown on the above referred to plat.

For a more detailed description as to courses, metes, bounds, location and distances, reference to the said plat of record is craved.

1356 W 2

SECOND: That Grantor (intending to create a horizontal property regime that shall be known as Stoney Creek Villas, Horizontal Property Regime XXXVIII A, hereinafter called the "Regime"), has constructed on the parcel of land described above certain buildings and other improvements (which, together with the land shown in Exhibit "A" and described in Paragraph "FIRST", all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto are hereinafter usually referred to as the "Property"), according to the plans attached hereto and identified as Exhibit "B", which were certified to by McGinty and Oye, A.I.A., an architectural firm duly authorized and licensed to practice in the State of South Carolina, on the 15th day of October, 1973, and which are made a part hereof.

THIRD: That the Property includes seven (7) buildings, containing a total of thirty-three (33) individual dwelling units (hereinafter referred to as "Dwelling Units") and shown on the plans identified as Exhibit "B", hereinbefore mentioned, all of which are to be used for residential purposes. The Dwelling Units are all capable of individual utilization on account of having their own exits to the common elements (either general or limited) of the Property, and they will be sold to one or more co-owners, each co-owner obtaining a particular and exclusive property right thereto, and also undivided interest in the general and limited common elements of the Property, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "common elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

FOURTH: That Property has a total area of 4.73 acres or 205,996.1 square feet of which 28,547 square feet will constitute Dwelling Units (area under roof), and 114,930 square feet will constitute common elements.

FIFTH:

I. DWELLING UNITS.

A. General:

1. **Building #1:** This building contains four (4) Dwelling Units (hereinafter referred to as "Villas") and described as Villas 238 to 241, inclusive.
2. **Building #2:** This building contains four (4) Villas and described as Villas 242 to 245, inclusive.
3. **Building #10:** This building contains six (6) Villas and described as Villas 279 to 284, inclusive.
4. **Building #11:** This building contains four (4) Villas and described as Villas 275 to 278, inclusive.
5. **Building #12:** This building contains seven (7) Villas and described as Villas 285 to 291, inclusive.
6. **Building #13:** This building contains five (5) Villas and described as Villas 292 to 296, inclusive.
7. **Building #14:** This building contains three (3) Villas and described as Villas 297 to 299, inclusive.

B. The individual Villa types are described hereinbelow.

- 1. Type "A" Villas: (Villas 240, 243, 277, 281, 290, 293 and 298) These one-bedroom Villas measure 16 feet wide and 50 feet deep in their maximum interior dimensions and contain a net interior area of 1,258.77 square feet.

The lower floor of the "A" Villa contains 765 square feet. The entrance to the lower floor is from the entry court to the foyer contains 44.31 square feet. Adjacent to the foyer is a coat closet containing 6 square feet and a short hallway of 15 square feet, with a back storage closet containing 15 square feet, a powder room containing 21.55 square feet, and a utility room containing 47.89 square feet. The utility room contains washer, dryer, air conditioning unit and hot water heater. A stair hall of 48.92 square feet connects the foyer to the dining room, which contains 144.41 square feet. An understair storage area contains 27 square feet. Adjacent to the stair hall is a kitchen containing 80 square feet.

The kitchen is equipped with appliances, a sink and cabinets. From the dining room you step down to the living room of 219.68 square feet. The living room faces onto an outside area that is accessible through sliding glass doors. Access to the upper floor is by stair from the dining room.

The upper floor contains a total of 439.77 square feet consisting of a master bedroom of 175.59 square feet, a dressing room and closets of 37.36 square feet, and a bath of 52.23 square feet. Bath contains a tub, lavatory and water closet. The master bedroom is open to the dining room across a railing. On the opposite side it is also open to the foyer below.

- 2. Type "B" Villas: (Villas 276, 282, 289, 295 and 299) These two-bedroom Villas measure 26 feet wide and 44 feet deep in their maximum interior dimensions and contain a net interior area of 1,614.38 square feet.

Adjacent to the foyer is a guest coat closet of 6 square feet, a bar containing 6 square feet, and a kitchen containing 90.80 square feet. The kitchen is equipped with appliances, sink and cabinets, and also contains a pantry of 6 square feet. A hall of 30.99 square feet off the foyer leads to a utility room of 55.56 square feet, which contains washer, dryer, heating and air conditioning unit and hot water heater. Adjacent to this hall is a lock storage room of 25 square feet and a powder room of 37.61 square feet. From the foyer you enter the living/dining area containing 355.95 square feet. The living/dining area opens onto an outside area through sliding glass doors.

Access to the upper floor containing a total of 764.99 square feet, is by stair in a hall containing 64.50 square feet. Adjacent to the upper hall, which contains 32.20 square feet, is a linen closet containing 6.65 square feet. Adjacent to this hall is the master bedroom containing 207.15 square feet, a dressing room of 36.36 square feet, and a bathroom containing 51.65 square feet. At the other end of the hall is a bedroom containing

173.75 square feet and a bath containing 39.05 square feet, and a walk-in closet containing 32 square feet. A deck of 38.30 square feet is off the first bedroom and is accessible by sliding glass doors. A deck of 24 square feet is off the second bedroom and is accessible through sliding glass doors.

3. Type "C" Villas: (Villas 236, 245, 275, 279, 283, 287 and 296) These two-bedroom Villas measure 15.3 feet wide and 48.5 feet deep in their maximum interior dimensions and contain a net interior area of 1,565.32 square feet.

Entrance is from the entry court into a foyer containing 41.56 square feet. Leading from the foyer is a hall of 39.16 square feet and adjacent to this hall is a guest coat closet contains 6 square feet and a powder room containing 23.01 square feet. On the opposite side of the foyer is a kitchen containing 74.17 square feet. The kitchen is equipped with appliances, a sink and cabinets, and includes a pantry. A smaller hall of 17.75 square feet is also adjacent to the foyer and leads to a locked storage space of 7.79 square feet and a utility room of 74.30 square feet containing a washer, dryer, heating and air conditioning unit and hot water heater. From the foyer and hall you enter a dining room of 114.98 square feet. Adjacent to the dining room is a living room of 204.35 square feet. The living room opens onto an outside area through sliding glass doors. The first floor contains a total of 797.32 square feet heated space.

Access to the upper floor is by way of stair from the dining room, stair containing 40.59 square feet from the dining room. The stair opens onto an upper hall consisting of 92.09 square feet which leads to the front bedroom consisting of 204.35 square feet, a dressing room consisting of 51.16 square feet, and bath consisting of 52.36 square feet. Adjacent to the hall is a linen closet of 7.50 square feet and a lock storage closet of 12.76 square feet. At the opposite end of the hall is a bedroom of 172.32 square feet and two closets of 6.38 square feet each. The front bedroom opens onto a deck of 63.93 square feet through sliding glass doors. The back bedroom opens onto a deck of 63.93 square feet through sliding glass doors. The second floor contains a total of 768 square feet heated area.

4. Type "D" Villas: (Villas 241, 242, 278, 284, 285, 291, 292 and 297) These three-bedroom Villas measure 26 feet wide plus a 4 foot projection of the kitchen, and 52 feet deep in their maximum interior dimensions and contain a net interior area of 1,787.58 square feet.

Entrance is from the entry court to a foyer containing 96.48 square feet. Adjacent to the foyer are two guest closets containing 34 square feet each and a mechanical room containing 36 square feet. The mechanical room contains the heating and air conditioning equipment and the hot water heater. Entrance to Hall #1 containing 14.01 square feet is from the foyer. Adjacent to Hall #1 is a bedroom containing 177.71 square feet including two closets, and a bathroom containing 40 square feet. Off the foyer is a bar containing 9.34 square feet and a kitchen of 145.65 square feet including the pantry. The kitchen is equipped

with appliances, sink and kitchen cabinets. Access to the living/dining area containing 369.98 square feet is from the foyer. The living/dining rooms open onto an outside area through sliding glass doors. The total downstairs floor area is 1,041.14.

Access to the upper floor is by way of a stair containing 62.23 square feet. The stair leads to an upper hall containing 64.20 square feet. Off this hall is a master bedroom containing 199.95 square feet with a dressing room of 37.36 square feet and a bath of 51.65 square feet. The master bedroom looks into the upper part of the living room through an opening that is covered with shutters. Adjacent to the upper hall is a lock storage containing 22.21 square feet, a utility room containing 11.01 square feet, and a linen closet of 11.65 square feet. The utility room contains a washer, dryer. Bedroom 2 is entered from the upper hall and contains 165.64 square feet and has a closet of 18.88 square feet and a bathroom of 40 square feet. The master bedroom has a deck of 38.30 square feet accessible through sliding glass doors and bedroom 2 has a deck of 23.49 square feet, accessible through sliding glass doors overlooking the entry court. In the upper hall is a disappearing stair providing access to an unfinished attic space above, a portion of which is floored for storage. The second floor contains a total of 764.44 square feet.

5. Type "E" Villas: (Villas 239, 244, 280, 280, 288 and 294) These three-bedroom Villas measure 16 feet wide and 48 feet deep in their maximum interior dimensions and contain a net interior area of 2,029.4 square feet.

Entrance is from the entry court to a foyer containing 39.07 square feet. Adjacent to the foyer is a coat closet of 6.38 square feet and a powder room of 24.47 square feet. On the opposite side of the foyer is a small passage of 17.74 square feet leading to a kitchen of 74.17 square feet, including pantry. The kitchen is equipped with appliances, sink and kitchen cabinets. Also adjacent to this small passage is a lock storage of 7.76 square feet and a mechanical room of 60 square feet which contains washer, dryer, heating and air conditioning unit and hot water heater. Also off the foyer is the dining room containing 176.30 square feet. Stepping down from the dining room is a living room containing 204.35 square feet. The living room opens onto an outside area through sliding glass doors. The total first floor area is 738.68 square feet.

Access to the upper floors is by stairway containing 43.16 square feet. The stairway leads to a hall containing 107.34 square feet. Adjacent to the hall is a linen closet of 7.50 square feet. Adjacent to the hall is a bedroom containing 204.35 square feet, a dressing room and closets containing 51.16 square feet and a bathroom containing 52.36 square feet, including an additional linen closet. This bedroom looks out on a deck containing 63.93 square feet and is accessible through sliding glass doors. Also off the hall on the entrance side of the dwelling is a bedroom containing 183.96 square feet including two closets, each 6 square feet, and a bathroom containing 38.35 square feet. This bedroom opens onto a deck of 61.93 square feet and is accessible through sliding glass doors.

Access to the third level is by stair containing 43.16 square feet which leads to an upper hall of 72.15 square feet. Opening off this hall is a bedroom of 229.95 square feet, a dressing and closet area of 38.35 square feet and a bath of 53.69 square feet including a linen closet. Bath is equipped with a tub, lavatory and water closet. Also off this hall is a lock storage area containing 28.15 square feet. The total area of the second floor is 768 square feet and the third floor is 522.72 square feet.

C. That every unit in the within described regime is bounded by the unfinished surfaces of its lowermost floor, uppermost ceiling, and perimeter walls, which include the finished surfaces of the unit.

II. COMMON ELEMENTS.

A. The General Common Elements are as follows:

1. The Property, excluding the limited common elements and the Dwelling Units, and including, but not limited to, the foundations, roofs, floors, ceilings, perimeter walls, load-bearing interior walls and partitions, slabs, stairways, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.
2. Tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installation existing for common use, including any substitution of same or additional equipment which may be acquired by the Council of Co-Owners or the Regime.
3. Parking facilities located on the Property, which parking facilities consist of approximately 7,560 square feet, and are shown on the Plat of the Property (attached hereto and identified as Exhibit "A").
4. All roads, walkways, paths, trees, shrubs, yards, gardens, etc., located on the Property.
5. All other elements of the Property, constructed or to be constructed, rationally of common use or necessary or convenient to the existence, upkeep, and safety of the Property, and, in general, all other devices or installations existing for common use.
6. The pool area consisting of .325 acres or 14,145.007 square feet as shown on the plat of the within described Property (Exhibit "A"). For a more detailed description as to courses, metes, bounds, location and distances of the said pool area, reference to the said plat of record is craved.

B. The Limited Common Elements are as follows:

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

C. Easements for Encroachments:

1. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any condominium unit, any adjoining condominium unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.
2. To the extent that any unit, common element, or limited common element encroaches on any other unit, common element or limited common element, by reason of any deviation from the plat or plans in the construction or rebuilding of any improvement or portion thereof, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist.

SIXTH:

I. That the title and interest of each co-owner of a Dwelling Unit in the common elements listed in Sub-Paragraph II of Paragraph "FIFTH" and their proportionate share in the profits and common elements (both general and limited), as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter referred to as "Council") of the Regime is based on the proportionate value of each Dwelling Unit to the total value of the Property. The total value of the Property is Two Million, Four Hundred Thirty-two Thousand, Five Hundred Dollars (\$2,432,500.00). The value of each Dwelling Unit and its proportionate percentage interest is set forth below. Such values shall not be deemed to limit the price for which the Property or any Dwelling Unit may be sold or exchanged are as follows:

- A. Dwelling Units 240, 290, 293 and 298: 2.055 per cent each based on a value of \$50,000 for each of said Dwelling Units.
- B. Dwelling Unit 243: 2.076 per cent based on a value of \$50,500 for said Dwelling Unit.
- C. Dwelling Unit 277: 2.159 per cent based on a value of \$52,500 for said Dwelling Unit.
- D. Dwelling Unit 281: 2.180 per cent based on a value of \$53,000 for said Dwelling Unit.
- E. Dwelling Units 287 and 296: 2.837 per cent each based on a value of \$69,000 for each of said Dwelling Units.
- F. Dwelling Units 238 and 245: 2.857 per cent each based on a value of \$69,500 for each of said Dwelling Units.
- G. Dwelling Units 279, 283, 289 and 295: 2.960 per cent each based on a value of \$72,000 for each of said Dwelling Units.

1356 NY2

H. Dwelling Units 275 and 299: 2.980 per cent each based on a value of \$72,500 for each of said Dwelling Units.

I. Dwelling Units 276 and 282: 3.063 per cent each based on a value of \$74,500 for each of said Dwelling Units.

J. Dwelling Units 241, 242, 285, 291, 292 and 297: 3.535 per cent each based on a value of \$86,000 for each of said Dwelling Units.

K. Dwelling Units 239, 244, 286, 298 and 294: 3.577 per cent each based on a value of \$87,000 for each of said Dwelling Units.

L. Dwelling Units 278 and 284: 3.638 per cent each based on a value of \$88,500 for each of said Dwelling Units.

M. Dwelling Unit 280: 3.680 per cent based on a value of \$89,500 for said Dwelling Unit.

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

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

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

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

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

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

THIRTEENTH: That each co-owner shall comply with the provisions of this Master Deed, the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residential Area by the Sea Pines Plantation Company dated July 9, 1974, and recorded in the Office of the Clerk of Court for Beaufort County at Book 124 of Deeds, at Page 35, and any applicable recorded additions thereto, the Regime By-Laws, decisions and resolutions of the Council of Co-Owners, Board of Administration and their representatives, as lawfully amended from time to time and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages or for injunctive relief; provided that nothing contained herein shall limit the rights of the Sea Pines Plantation Company, its successors

and assigns, as set forth in Covenants, Restrictions, and Affirmative Obligations dated August 20, 1967, declared by Sea Pines Land Company, Inc., Sea Pines Plantation Company, Inc. and Lighthouse Beach Company recorded in the Office of the Clerk of Court for Beaufort County at Book 150 of Deeds, Page 41. The Dwelling Unit shall be conveyed subject to the recorded plat and plan of the Property.

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

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

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

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

EIGHTEENTH: That, where a mortgagee or other purchaser of a Dwelling Unit obtains title by reason of foreclosure of a mortgage or by deed in lieu of foreclosure covering a Dwelling Unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Regime which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Regime from filing and claiming liens for such assessments and enforcing the same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

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

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

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

215672

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

Signed, sealed and delivered in the presence of:

STONEY CREEK ENTERPRISES, INC.

Maurice H. Dulon
Richard West

B' James R. [unclear] (L.S.)

ATTEST [Signature] (L.S.)

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Maurice H. Dulon and made oath that he saw the within name Stoney Creek Enterprises, Inc. by James R. [unclear] its President and Harwood S. [unclear] its Secretary/Treasurer sign, affix the corporate seal, and as its act and deed, deliver the within instrument dated the 19th day of October, 1973, and that he with H. Richard West witnessed the execution thereof.

Maurice H. Dulon

SWORN TO before me this 19th day of October, 1973.

Richard West
Notary Public for South Carolina
My Commission Expires: 3 / 83

BY-LAWS OF SEA PINES STONEY CREEK VILLAS
HORIZONTAL PROPERTY REGIME XXXVIII A
ARTICLE I
PLAN OF APARTMENT OWNERSHIP

Section 1. Horizontal Property Regime. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereto) located in Sea Pines Plantation, Hilton Head Island, in Beaufort County, State of South Carolina, known as "SEA PINES CONDOMINIUM XXXVIII A" has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as "SEA PINES STONEY CREEK VILLAS HORIZONTAL PROPERTY REGIME XXXVIII A" hereinafter referred to as the "Regime".

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

Section 3. Personal Application. All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime. The mere acquisition or rental of any of the Apartments (hereinafter usually referred to as "Apartment") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed and the provisions of the Declaration of Covenants, Restrictions and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas, by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the Office of the Clerk of Court for the County of Beaufort in Book 124 of Deeds at Page 35, and any applicable recorded additions thereto are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

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

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

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

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

ARTICLE III

ADMINISTRATION

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

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

Section 3. Annual Meetings. The annual meetings of the Council shall be held at the call of the Regime President once a year between March 15 and April 15. At such meetings there shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

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

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

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

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

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meetings.
- (d) Reports of officers.

- (c) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of administrators.
- (h) Unfinished business.
- (i) New business.

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

ARTICLE IV
BOARD OF ADMINISTRATION

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

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

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

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the common elements.
- (c) Collection of assessments from the co-owners.
- (d) Employment, dismissal and control of the personnel necessary for the maintenance and operation of the common elements.

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

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

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

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Regime in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the offices of Secretary and Treasurer.

ARTICLE VI

OBLIGATIONS OF THE CO-OWNERS

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

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

Section 2. Maintenance and Repair.

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

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

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

Section 3. Use of Apartments - Internal Changes.

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

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

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

Section 5. Right of Entry.

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

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

Section 6 Rules of Conduct.

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

(b) No residents of the Property shall:

- (1) post any advertisements, or posters of any kind in or on the Property except as authorized by the Regime;
- (2) hang garments, rugs, or similar objects, from the windows or from any of the facades of the Property;
- (3) dust rugs, mats or similar objects from the windows, or clean rugs, or similar objects by beating on the exterior part of the Property;
- (4) throw garbage or trash outside the disposal installations provided for such purposes in the service areas;
- (5) act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Apartments in the Property.

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

ARTICLE VII
AMENDMENTS

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

ARTICLE VIII
MORTGAGES

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

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

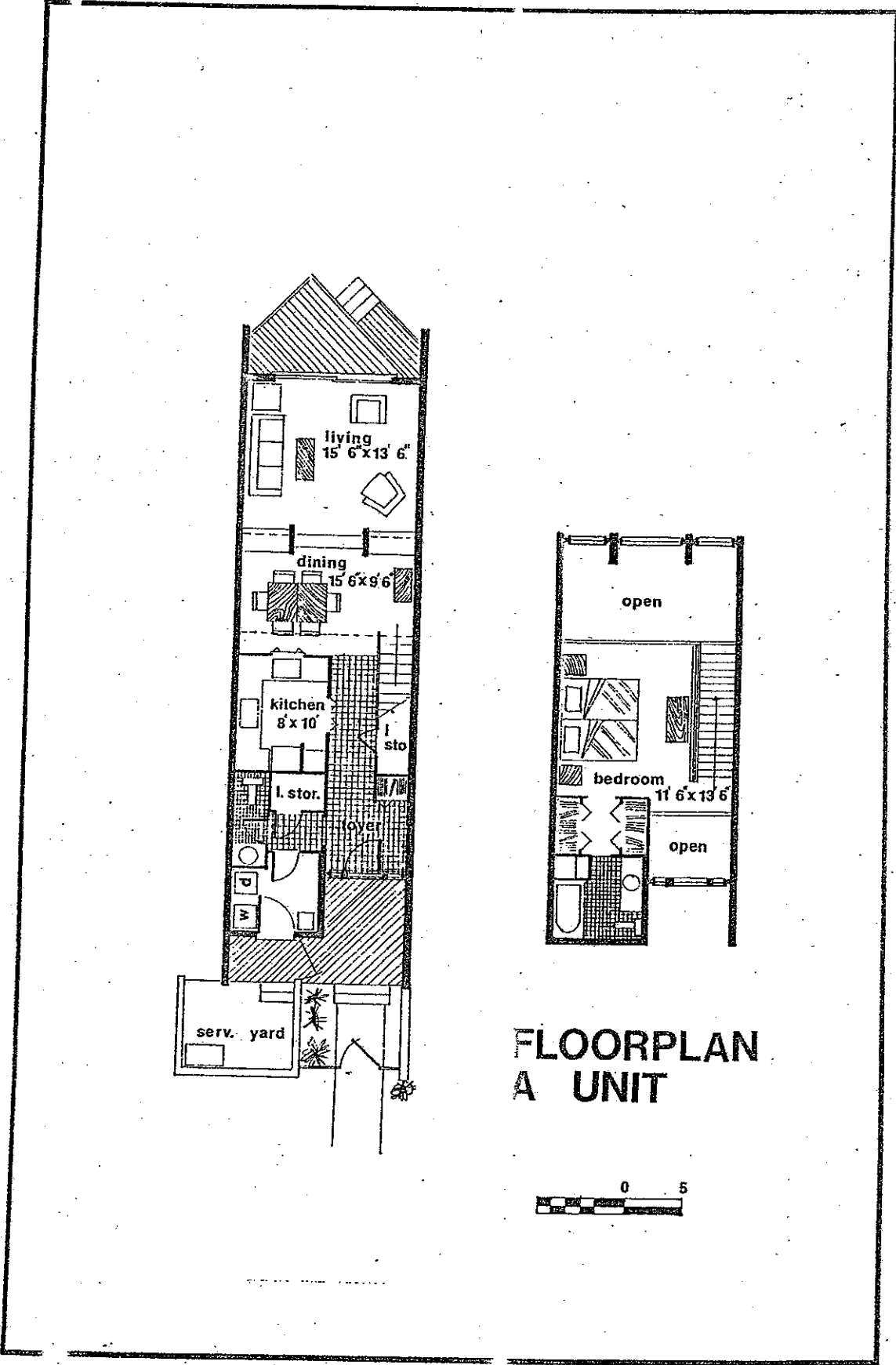
ARTICLE IX
COMPLIANCE

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

DSS-D

FILED AT 3:15 OCT 19 1973 P 11	BEAUFORT COUNTY S. C. OCT 19 1973	RECORDED IN BOOK 215 PAGE 141
--	--	--

M. J. Roberts, Dep.
CLERK OF COURT OF COMMON PLEAS



**FLOORPLAN
 A UNIT**



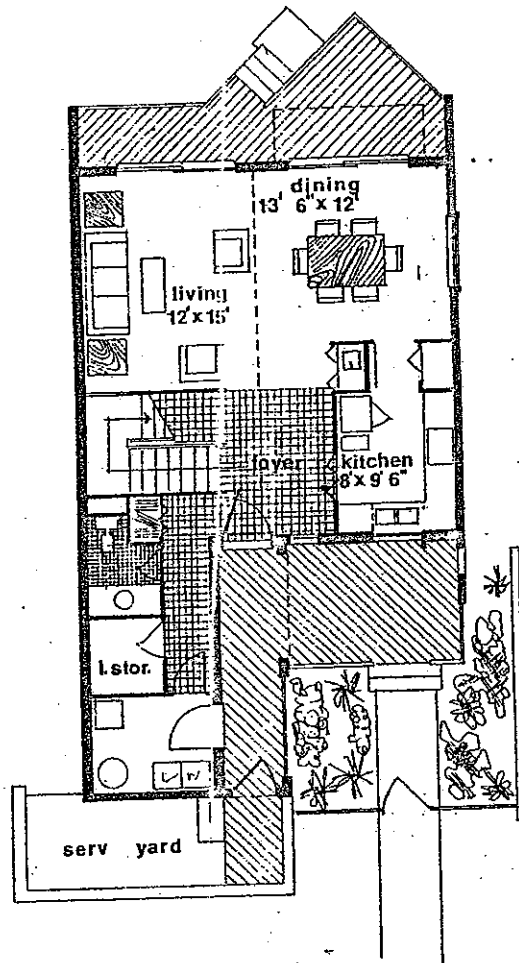


DESIGN FILES

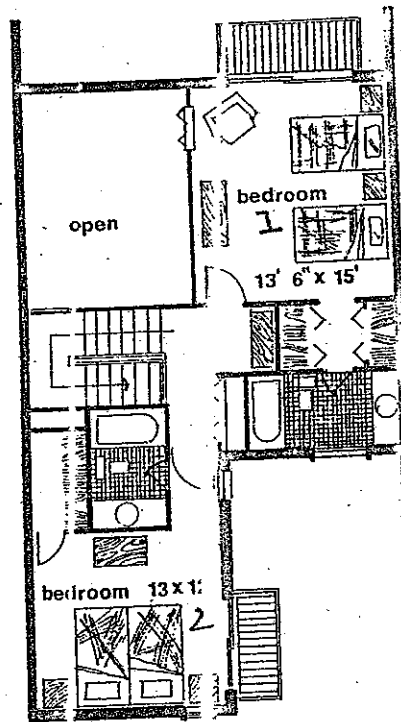
SEA PINES COMPANY
HILTON HEAD ISLAND, SOUTH CAROLINA, 29928

PROJECT: Stoney Creek Villas
Sea Pines Plantation
PROJECT DATE: 4/1/72 FILE DATE: 9/11/73

1st FLOOR



2nd FLOOR

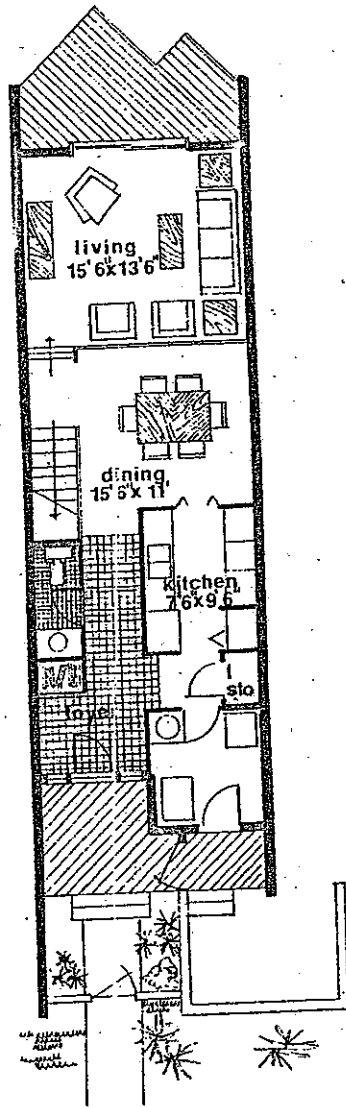


**FLOOR PLAN
B UNIT**

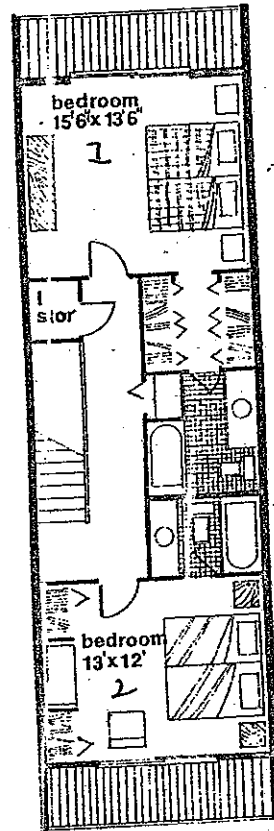




1st FLOOR



2nd FLOOR



**FLOORPLAN
C UNIT**



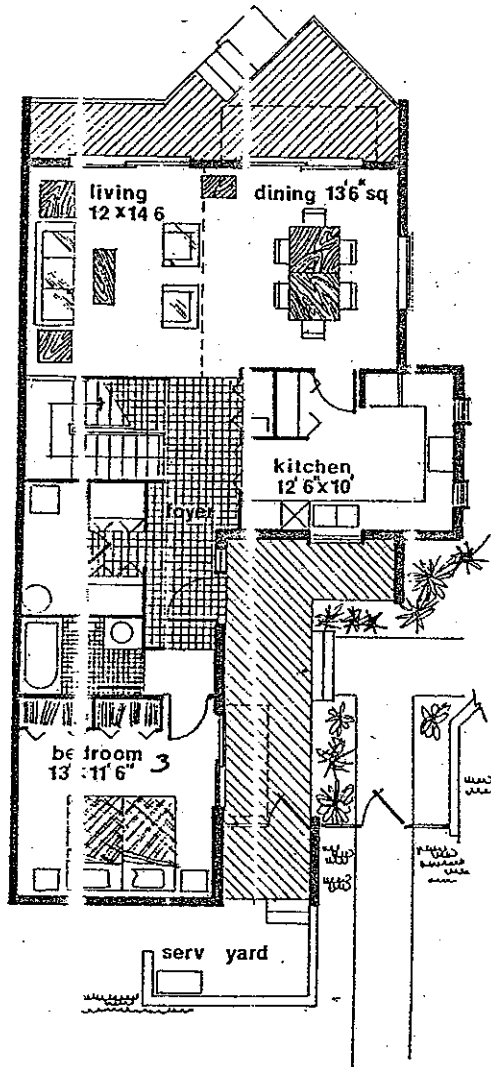


DESIGN FILES

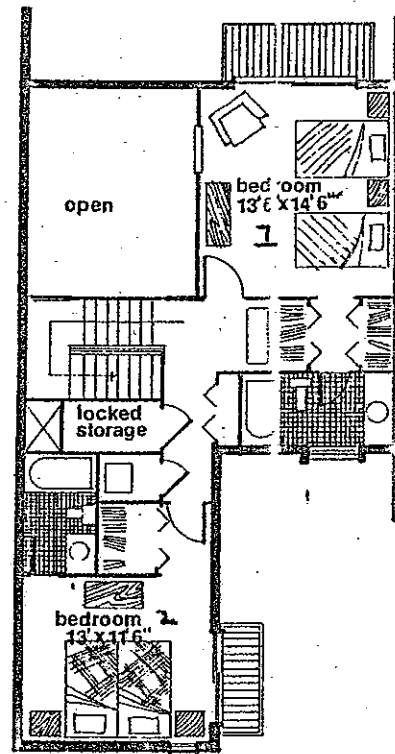
SEA PINES COMPANY
HILTON HEAD ISLAND, SOUTH CAROLINA, 29928

PROJECT: Stoney Creek Villas
Sea Pines Plantation
PROJECT DATE: 4/1/72 FILE DATE: 9/11/73

1st FLOOR

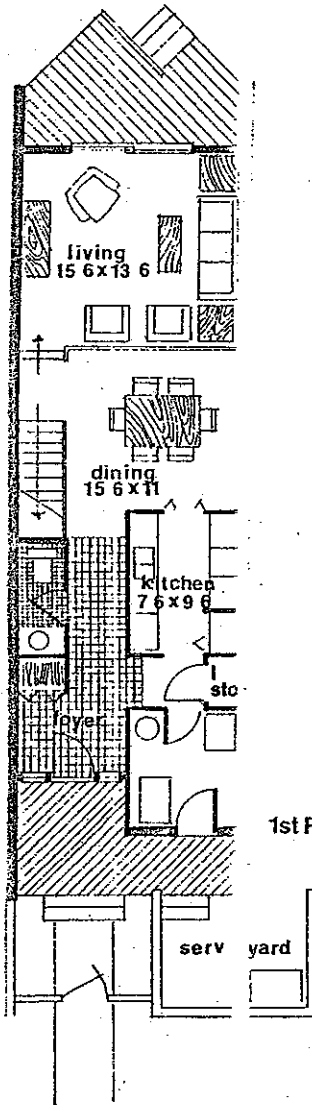


2nd FLOOR

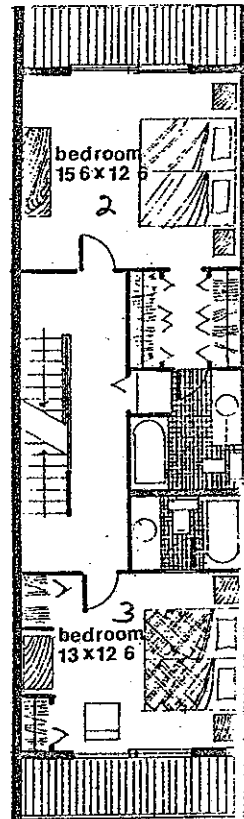


**FLOORPLAN
D UNIT**

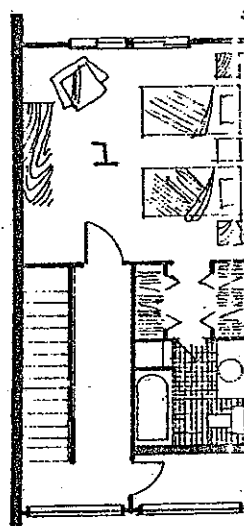




1st FLOOR



2nd FLOOR



3rd FLOOR

**FLOORPLAN
E UNIT**

