

28

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

PLANTATION VILLA COMPANY, INC. )  
TO )  
SEA PINES PLANTATION CLUB VILLA )  
HORIZONTAL PROPERTY REGIME XVIII-A )

MASTER DEED  
HORIZONTAL PROPERTY  
REGIME

At Hilton Head Island, County of Beaufort, and State of South Carolina, on this 20<sup>th</sup> day of June, 1973, Sea Pines Plantation Company whose principal office is situated on Hilton Head Island, State of South Carolina, herein-after referred to as Grantor, does hereby state:

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 Plantation Club Villas Phase I, Horizontal Property Regime 18-A as shown on a plat thereof prepared by Calvert Surveying Company, Inc., R. L. S., which said plat is dated May 17, 1973, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 21 at Page 61; said herein described property commencing at a Point of Beginning which said Point of Beginning is the southwesternmost point of Plantation Club Villas Phase I, Horizontal Property Regime 18-A, and its intersection with other lands of Sea Pines Plantation Company and the eastern right-of-way of Lighthouse Road; thence North 26° 14' West a distance of 205 feet along the generally eastern right-of-way of said Lighthouse Road to a point; thence along a curve slightly to the left with a chord of 60.789 feet, said chord having a direction of North 27° 37' 31" West, a Delta Angle of 3° 27' 10", a radius of 1,008.91 feet, and a length of 60.799 feet to a point, which said point is generally the westernmost point of said Plantation Club Villas Phase I, Horizontal Property Regime 18-B and the southernmost point of the proposed Plantation Club Villas Phase I, Horizontal Property Regime 18-B and the generally eastern right-of-way of Lighthouse Road; thence North 59° 21' 27" East a distance of 77.58 feet to a point; thence North 34° 15' 43" East a distance of 156.79 feet to a point which said point is generally the northernmost point of the within described property and its intersection with the generally easternmost point of Regime 18-B as herein above described and the generally western boundary of lands identified as "Ninth Fairway"; thence South 53° 10' East a distance of 184.45 feet along generally the western boundary line of said "Ninth Fairway" to a

point; thence South 26° 51' East a distance of two hundred twenty-six and 00/100 (226.00) feet to a point; thence South 35° 05' West a distance of one hundred thirty-two and 33/100 (132.33') feet to a point; thence North 86° 14' West a distance of two hundred ten and 0/10 (210.0') feet to the said Point of Beginning. For a more detailed description as to courses, metes, bounds, location and distances reference to said plat of record is craved.

SECOND: That Grantor (intending to create a horizontal property regime that shall be known as Sea Pines Plantation Villas Horizontal Property Regime XVIII-A (hereinafter called the "Regime"), has constructed on the parcel of land described above certain buildings and other improvements (which together with the land described in Paragraph "FIRST", all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto are hereinafter usually referred to as the "Property"), according to the plans attached hereto and identified as Exhibit "B", which were certified to by Jakie H. Lee, an architect duly authorized and licensed to practice in the State of South Carolina, on the 15 day of June, 1973, which are made a part hereof.

\* THIRD: That the Property includes three (3) buildings containing a total of Thirty (30) individual dwelling units (Hereinafter referred to as "Dwelling Units") and shown on the plans identified as Exhibit "B" hereinabove 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 2.37 acres or 103,183.8 square feet of which 12,797.30 square feet will constitute dwelling units, and 90,386.50 square feet will constitute either general or limited common elements, as defined by statute.

FIFTH: That the Dwelling Units and Common Elements of the Property will be as follows:

1. Dwelling Units.

Building A: Building A contains twenty-four (24) single floor dwelling units (herein referred to as "Apartments") on four (4) floors containing apartment units 461 and 484 inclusive.

Building B: Building B contains two (2) two (2) floor dwelling units (herein referred to as "Townhouses"), and known as Townhouse Units 485 and 486 inclusive.

Building C: Building C contains four (4) two (2) floor dwelling units (herein referred to as "Townhouses") and known as Townhouse Units 487 to 490 inclusive.

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

A. The two bedroom Apartments measure 55 feet 8 inches deep and 28 feet 8 inches wide in their maximum interior dimensions. Each has a total area of 1279.88 square feet. (See Exhibit B)

B. The three bedroom Townhouses measure 37 feet 4 inches deep and 26 feet wide at their maximum interior dimension. Each has a total area of 1,710.12 square feet. (See Exhibit B)

## 2. Common Elements:

### (a) The "General Common Elements" are as follows:

All portions of the property not encompassed and included within the various dwellings or included in the limited common elements as hereinafter defined, are part of the general common elements of the property. The general common elements include parking areas on the property, consisting of approximately 7938 square feet, and shown in the plat of the property attached hereto and identified as Exhibit "A", all roads, walkways, paths, trees, shrubs, yards and gardens located thereon; the foundations, framing, exterior walls, party walls and roofs of the buildings; all devices or installations existing for common use; and all other elements of the property rationally of common use or necessary to the existence, upkeep or safety of the property.

### (b) The "Limited Common Elements" are as follows:

Certain portions of the common elements are limited common elements ("LIMITED COMMON ELEMENTS") which are reserved for the use of a certain dwelling or dwellings to the exclusion of other dwellings. The front and rear yards and servicing area adjacent to a dwelling and fences screening the same are limited common elements which are reserved for the use of the adjacent dwelling.

SIXTH:1. Values:

That the title and interest of each co-owner of a Dwelling Unit in the common elements listed in Sub-paragraph 2 of Paragraph "FIFTH" and the proportionate share in the profits and common elements (both general and limited), as well as the proportionate representation for voting purposes in the meeting of the Council of Co-owners (hereinafter referred to as "Council") of the Regime is based on the proportionate value of each Dwelling Unit to the total value of the Property. The total value of the Property is one million seven hundred thirty-one thousand and 00/100 dollars (\$1,731,000.00). The value of each Dwelling Unit 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:

(a) Dwelling Units 463 and 464: 2.917 per cent each based on a value of \$50,500 for each of the said Dwelling Units.

(b) Dwelling Units 461, 462, 465 and 466: 2.975 per cent each based on a value of \$51,500 for each of the said Dwelling Units.

(c) Dwelling Units 469 and 470: 3.033 per cent each based on a value of \$52,500 for each of the said Dwelling Units.

(d) Dwelling Units 467, 468, 471 and 472: 3.091 per cent each based on a value of \$53,500 for each of the said Dwelling Units.

(e) Dwelling Units 475 and 476: 3.149 per cent each based on a value of \$54,500 for each of the said Dwelling Units.

(f) Dwelling Units 473, 474, 477 and 478: 3.206 per cent each based on a value of \$55,500 for each of the said Dwelling Units.

(g) Dwelling Units 479, 480, 481, 482, 483 and 484: 3.264 per cent each based on a value of \$56,500 for each of the said Dwelling Units.

(h) Dwelling Units 488 and 489: 4.131 per cent each based on a value of \$71,500 for each of the said Dwelling Units.

(i) Dwelling Units 487 and 490: 4.188 per cent each based on a value of \$72,500 for each of the said Dwelling Units.

(j) Dwelling Units 485 and 486: 4.246 per cent each based on a value of \$73,500 for each of the said Dwelling Units.

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

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 the By-Laws which are made a part hereof of this Deed and are attached hereto as Exhibit "C".

**EIGHTH:** That, as appears above, a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Horizontal Property Act of the State of South Carolina, so that 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 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.

**TWELTH:** That the undivided interest in the common elements 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 Residence Areas by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the Office of the Clerk of Court for Beaufort County at Book 124 of Deeds, at Page 35, and any applicable recorded additions thereto (hereinafter called "Class 'B' Covenants"), the Regime By-Laws, decisions and resolutions of the Council of Co-owners, Board of Administration, or their representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief; provided that nothing contained herein shall limit the rights of the Sea Pines Plantation Company as set forth in the aforesaid Declaration.

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

**FIFTEENTH:** That no co-owners of a Dwelling Unit may exempt himself from liability for his contribution toward 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 provisions of this Deed, and that the mere acquisition or rental of any of the Dwelling Units shall signify that the provisions of this Deed are accepted and ratified.

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

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

**NINETEENTH:** That the Board of Administration of the Regime of 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.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal. Dated the day and year first above written.

Signed, sealed and delivered  
in the presence of:

PLANTATION VILLA COMPANY, INC.

*Susan B. Waldorf*

By: *Roger W. Wilkerson, III* (L.S.)  
Roger W. Wilkerson, III-President

*Marvin H. Dukes*

Attest: *Marvin H. Dukes* (L.S.)  
Marvin H. Dukes, Assistant  
Secretary

SOUTH  
STATE OF ~~NORTH~~ CAROLINA }  
BEAUFORT }  
COUNTY OF ~~MECKLENBURG~~ }

P R O B A T E

PERSONALLY appeared before me Susan B. Waldorf  
and made oath that she saw the within named PLANTATION VILLA COMPANY,  
INC., by its President and Assistant Secretary

sign, affix the corporate Seal, and as the Act and Deed of the said Corporation deliver the within written deed, and that she with Herbert L. Novit witnessed the execution thereof.

*Susan B. Waldorf*

SWORN TO before me this 20th  
day of June, 1973.

*[Signature]* (SEAL)  
Notary Public, State of ~~North~~ Carolina.  
South  
My Commission Expires:

My Commission expires December 13, 1981.

LAW OFFICES

DOWLING, DOWLING, SANDERS & DUKES

PROFESSIONAL ASSOCIATION

1105 BAY STREET

BEAUFORT, SOUTH CAROLINA

29902

TELEPHONE (803) 824-4187

P. O. DRAWER 1027

CABLE ADDRESS "DOWSANDU"

J. FRED BUZHARDT, JR., COUNSEL

OFFICE

HILTON HEAD ISLAND, S. C.

POPE AVENUE

TELEPHONE (803) 785-4251

P. O. DRAWER 8708

JOAB M. DOWLING  
JAMES C. SANDERS  
MARVIN H. DUKES  
G. G. DOWLING  
HERBERT L. NOVIT  
SAMUEL L. SVALINA  
SHERWOOD N. FENDER  
BARRY L. JOHNSON  
WILLIAM W. JONES, JR.  
WILLIAM A. RUTH  
GEORGE G. L. PALMER  
RAYMOND H. WILLIAMS  
JOAB M. DOWLING, JR.  
RONALD A. HIGHTOWER

August 19, 1976

Ms. Linda Haskins  
Sea Pines Plantation Company  
Sea Pines Circle  
Hilton Head Island, South Carolina 29948

Re: Plantation Club Villas - Swimming pools  
matter

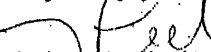
Dear Linda:

In accordance with instructions from Ray Easterlin I enclose herewith copies of a document filed in our Courthouse by Plantation Villa Company, Inc. and recorded in Beaufort County Deed Book 233 at Page 1378 and a corresponding document filed by Heritage Properties of Atlanta, Inc. in Beaufort County Deed Book 233 at Page 1381. I believe you will find these to be self-explanatory.

Please contact me if you have any questions or comments concerning these matters.

With best wishes and kindest regards, I am

Very truly yours,

  
Herbert L. Novit

HLN:bsw

cc: Mr. P. R. Easterlin, Jr.



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

1378

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, the Grantor herein owned and developed certain real estate described as Phases I and II of Plantation Club Villa (Horizontal Property Regimes XVIII-A, XVIII-B, and XX) located within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina; and

WHEREAS, Plantation Club Villas Horizontal Property Regime XVIII-A was established by a Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 211 at Page 135; Plantation Club Villa Phase I Horizontal Property Regime XVIII-B was established by a Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 214 at Page 296; Plantation Club Villas Horizontal Property Regime XX was established by a Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 219 at Page 1136; and Plantation Club Villas Horizontal Property Regime XXI was established by a Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 233 at Page 1173.

WHEREAS, a swimming pool has been built upon a certain proposed pool area as described herein; and

WHEREAS, it has always been the intention of the Grantor herein that the Grantees herein should be the complete users and owners of the pools constructed for use by Phases I, II, and III of Plantation Club Villas and it is the intention of this document to convey whatever interest may remain in the Grantor herein to Plantation Club Villa Horizontal Property Regimes XVIII-A, XVIII-B, and XXI as tenants-in-common in the percentages of ownership as hereinafter described;

NOW, KNOW ALL MEN BY THESE PRESENTS, That it, the said PLANTATION VILLA COMPANY, INC. in consideration of the premises and also in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid at and before the sealing and delivery of these presents by SEA PINES PLANTATION CLUB VILLAS HORIZONTAL PROPERTY REGIMES XVIII-A, XVIII-B, XX, and XXI, c/o Sea Pines Plantation Company, Sea Pines Circle, Hilton Head Island, South Carolina 29948 (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 CLUB VILLAS HORIZONTAL PROPERTY REGIMES XVIII-A, XVIII-B, XX, and XXI, its Successors and Assigns forever the following described property to-wit:

AN undivided 18.80 percent interest unto Plantation Club Villas Horizontal Property Regime XVIII-A, an undivided 15.65 percent interest unto Plantation Club Villas Horizontal Property Regime XVIII-B, an undivided 27 percent interest unto Plantation Club Villas Horizontal Property Regime XX, and an undivided 38.55 percent interest unto Plantation Club Villa Horizontal Property Regime XXI to and that certain piece, parcel or tract of land known and indentified as a swimming pool area consisting of 0.391 acres located generally west of Plantation Club Villas Horizontal Property Regime XVIII-B and generally southwest of Plantation Club Villas Horizontal Property Regime XX as shown and described upon a plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 22 at Page 55 said plat entitles "Plantation Club Villas Horizontal Property Regime 20" and prepared by Calvert Surveying Company, Inc. and signed by a Registered Land Surveyor and dated in May of 1973. Said pool area commences at a Point of Commencement which Point of Commencement is established in relation to a Point of Beginning which Point of Beginning is generally a concrete marker located generally north 72°29'34" east a distance of 64.406 feet from the intersection of the center line of Greenwood Drive and the center line of

Lighthouse Road right-of-way located within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina, and from said point of beginning south 56°35' east a distance of 165.34 feet to the Point of Commencement of the said pool area herein described which is a point located generally along the eastern 100 foot right-of-way of Lighthouse Road which said point is the Point of Commencement; from said Point of Commencement thence north 33°25' east a distance of 87.492 feet to a concrete monument; thence south 68°31'44" east a distance of 133.111 feet to a concrete monument which concrete monument is the intersection of a point on the generally northwestern boundary line of Plantation Club Villas Horizontal Property Regime XX, the generally southern most point of Plantation Club Villas Regime XX and the generally eastern most point of the within described swimming pool area; from said point thence south 3°31' west a distance of 181.31 feet to a concrete monument located at a point that is generally the southern most point of the swimming pool area and its intersection with the generally northeastern right-of-way of Lighthouse Road; thence along a curve to the right having a delta angle of 2°42', a radius of 1008.91 feet, an arc of 47.544 feet, a length of approximately 25.84 feet and a chord of 47.539 feet to a concrete monument; thence continuing along the generally eastern right-of-way of Lighthouse Road north 56°35' west for a distance of 149.50 feet to the above described Point of Commencement. For a more detailed description as to the location, distances, courses, metes, and bounds of the within described swimming pool area reference to the plat recorded in Beaufort County Plat Book 22 at Page 55 is craved which said swimming pool area is described on said plat as "proposed pool area."

This being a portion of the property conveyed to the Grantor herein by deed from Sea Pines Plantation Company dated May 7, 1971, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 185 at Page 261.

The within deed was prepared in the law offices of Dowling, Dowling, Sanders & Dukes, P. A., P. O. Drawer 1027, Beaufort, South Carolina 29902, by Herbert L. Novit, Esq.

Beaufort County Tax Map Reference

Map 17A Parcel 110A Block 000 Dist. 070

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 CLUB VILLAS HORIZONTAL PROPERTY REGIMES XVIII-A, XVIII-B, XX, and XXI its Successors and Assigns forever - so that neither it, the said PLANTATION VILLA COMPANY, INC. nor its heirs, nor any other person or persons, claiming under it or them, 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 31st day of December in the year of our Lord one thousand nine hundred and seventy-five and in the two hundredth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered )  
in the presence of )

Betty B. Henderson  
Charles E. Owens

PLANTATION VILLA COMPANY, INC.

By: Walter H. Williamson (L.S.)  
Vice President

Attest: (In) Laurie T. Coates (L.S.)  
Assistant Secretary

STATE OF NORTH CAROLINA }  
COUNTY OF }

PROBATE

PERSONALLY appeared before me Charles E. Owens who,  
on oath, says that s/he saw the within named PLANTATION VILLA COMPANY, INC. by its  
authorized officers sign the within instrument and attest the same, and the said  
corporation, by said officers, seal same and as its act and deed, deliver the same,  
and that s/he with Betty B. Hendricks witnessed the execution  
thereof.

Charles E. Owens

SWORN TO and subscribed before me this

31 day of December, 1975

Betty B. Hendricks (SEAL)  
Notary Public for North Carolina  
My Commission Expires: 4-15-80

FILED	BEAUFORT	RECORDED
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By <u>Anita S. Miller</u> CLERK OF COURT OF COMMON PLEAS		

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W. Henry Jackson - MH

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

1381

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, Plantation Villa Company, Inc. owned and developed real estate known as Plantation Club Villas Phases I and II, (Plantation Club Villas Horizontal Property Regimes XVIII-A, XVIII-B, and XX) as herein described; and

WHEREAS, Plantation Villa Company, Inc. conveyed to Heritage Properties of Atlanta, Inc. by deed dated November 5, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 232 at Page 1503 for 4.091 acres which consisted of Plantation Club Villas Phase III (Horizontal Property Regime XXI); and

WHEREAS, a pool site was located within the said 4.091 acres conveyed by the within referred to deed; and

WHEREAS, it has been the intention of Plantation Villa Company, Inc. and is the intention of Heritage Properties of Atlanta, Inc. that all pools located within or for the benefit of Plantation Club Villas Horizontal Property Regime XVIII-A, XX and XXI are located generally thereat should be for the use and benefit of all regimes within the three phases of Plantation Club Villas; and

WHEREAS, the three phases of Plantation Club Villas have now been completed by the establishment of Horizontal Property Regimes XVIII-A, XVIII-B, XX, and XXI and is the intention hereof that the pool located within or near Plantation Club Villa Phase III should be conveyed by the Grantor herein to the four Plantation Club Villas Horizontal Property Regimes; and

WHEREAS, Plantation Club Villas Horizontal Property Regime XVIII-A was established by a Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 211 at Page 135; Plantation Club Villa Phase I Horizontal Property Regime XVIII-B was established by a Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 214 at Page 296; Plantation Club Villas Horizontal Property Regime XX was established by Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 219 at Page 1136; and Plantation Club Villas Horizontal Property Regime XXI was established by Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 233 at Page 1173.

WHEREAS, it is the intention of this document to convey whatever interest may retain in the Grantor herein for the herein described property to Plantation Club Villa Horizontal Property Regimes XVIII-A, XVIII-B, XX, and XXI in the percentages of ownership as hereinafter described:

NOW, KNOW ALL MEN BY THESE PRESENTS, That it, the said HERITAGE PROPERTIES OF ATLANTA, INC. in consideration of the premises and also in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid at and before the sealing and delivery of these presents by SEA PINES PLANTATION CLUB VILLAS HORIZONTAL PROPERTY REGIMES XVIII-A, XVIII-B, XX, and XXI, c/o Sea Pines Plantation Company, Sea Pines Circle, Hilton Head Island, South Carolina 29948 (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 CLUB VILLAS HORIZONTAL PROPERTY REGIMES XVIII-A, XVIII-B, XX, and XXI, its Successors and Assigns forever the following described property to-wit:

An undivided 18.80 percent interest unto Plantation Club Villas Horizontal Property Regime XVIII-A, an undivided 15.65 percent interest unto Plantation Club Villas Horizontal Property Regime XVIII-B, an undivided 27 percent interest unto Plantation Club Villas Horizontal Property Regime XX, and an undivided 38.55 percent interest unto Plantation Club Villa Horizontal Property

Regime XXI in and unto the said above mentioned swimming pool area which swimming pool area is located generally at a Point of Beginning which said Point of Beginning is located and described as a point identified generally as a nail in a tree located at the generally eastern boundary line of a 100 foot right-of-way known as Lighthouse Road located within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina said nail in tree being along said right-of-way 1247.25 feet, more or less, north  $26^{\circ}14'$  west from the intersection of Greenwood Drive as shown on a plat entitled "Plantation Club Villas Regime XXI" prepared by Coastal Surveying Company, Inc. and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 24 at Page 5-8; from said Point of Beginning thence generally on a curve to the left along the right-of-way of Lighthouse Road said curve with a delta angle of  $10^{\circ}07'07"$ , a tangent of 54.55 feet, a radius of 616.20 feet, and a length of 108.28 feet to a point; thence north  $52^{\circ}46'$  east for a distance of 94.34 feet to a point; thence north  $31^{\circ}44'$  west a distance of 60.0 feet to a point; thence north  $69^{\circ}14'$  west a distance of 67 feet to a point; thence south  $43^{\circ}46'$  west a distance of 54 feet to the nail in the tree which is identified above as the Point of Beginning. For a more detailed description as to location, distances, courses, metes, and bounds, reference to the above referred to plat of record is craved which said property is shown thereon as containing a wading pool, a pool, an oak tree, a bath house and additional improvements and which said property is shown as being bounded generally on the west by the eastern most right-of-way of Lighthouse Road; and on the north, east, and south by Plantation Club Villas Horizontal Property Regime XXI as established by that Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 233 at Page 1173.

This being a portion of the property conveyed to the Grantor herein by deed from Plantation Villa Company, Inc. dated November 5, 1975, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 232 at Page 1503.

The within deed was prepared in the law offices of Dowling, Dowling, Sanders & Dukes, P. A., P. O. Drawer 1027, Beaufort, South Carolina 29902, by Herbert L. Novit, Esq.

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 CLUB VILLAS HORIZONTAL PROPERTY REGIMES XVIII-A, XVIII-B, XX, and XXI its Successors and Assigns forever - so that neither it, the said HERITAGE PROPERTIES OF ATLANTA, INC. nor its heirs, nor any other person or person, claiming under it or them, 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 5th day of JANUARY in the year of our Lord one thousand nine hundred and seventy-six and in the two hundredth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered )  
in the presence of

Barbara Smoak

Virginia L. Litchfield

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

HERITAGE PROPERTIES OF ATLANTA, INC.

By: PR Easterlin Jr (L.S.)  
President

Attest: Herbert L. Novit (L.S.)  
Notary Sec.

PROBATE

PERSONALLY appeared before me Barbara Smoak who, on oath, says that s/he saw the within named HERITAGE PROPERTIES OF ATLANTA, INC. by its authorized officers sign the within instrument and attest the same, and the said corporation, by said officers, seal same and as its act and deed, deliver the same, and that s/he with Virginia L. Litchfield witnessed the execution thereof.

Barbara Smoak

SWORN TO and subscribed before me this

5th day of January, 197 6.

Virginia L. Litchfield (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 4/3/84

12<sup>th</sup>  
JANUARY  
I 83  
W. Henry Jackson-MH

FILED AT	BEAUFORT COUNTY S. C.	RECORDED IN BOOK PAGE
11:30 O'CLOCK	JAN 6 1976	233 1381
A. M.		
Dea Anita S. Nettles CLERK OF COURT OF COMMON PLEAS		

BY-LAWS OF SEA PINES PLANTATION CLUB VILLAS

HORIZONTAL PROPERTY REGIME XIX

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Horizontal Property Regime. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereto) located in Sea Pines Plantation, Hilton Head Island, in Beaufort County, State of South Carolina, known as "SEA PINES PLANTATION CONDOMINIUM XVIII" 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 PLANTATION CLUB VILLAS HORIZONTAL PROPERTY REGIME XVIII (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. Annual meeting date shall be established at the original meeting. 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-owners of record, at least ten but not more than thirty days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

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

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

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

- (c) Report of committees
- (f) Review financial statement and monthly Regime charges.
- (g) Election of administrators.
- (h) Election of Management Agent.
- (i) Unfinished business.
- (j) 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 shall be a member of the Board until a successor is elected at the next meeting of the Council.

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

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

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

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

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

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

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

## ARTICLE V OFFICERS

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

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

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

Section 4. President. The President shall be the chief executive officer of the Regime. He shall preside at all Council meeting 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 other hazards. The assessments shall be made pro rata according to the value of the Apartment owned, as stipulated in the Master Deed.

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

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 purpose than for normal transit through them.

Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating 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 an emergency, such right of entry shall be immediate.

#### Section 6. Rules of Conduct.

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

(b) No residents of the Property shall:

- (1) post any advertisements, or posters of any kind in or on the Property except as authorized by the Regime;
- (2) hang garments, rugs, or similar objects, from the windows or from any of the facades of the Property;
- (3) dust rugs, mops 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 purpose, and no amendment shall take effect unless approved by co-owners representing at least two-thirds (2/3) 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.