

Bylaws of the Palmetto Dunes Property Owners Association, Inc.

(As Amended October 11, 2014)

Palmetto Dunes Property Owners Association, Inc. herein referred to as the Association, being a corporation organized under the South Carolina Non-Profit Corporation Act of 1994 applicable to corporations for no profit or gain to Members, shall at all times be operated in conformity with the laws of the State of South Carolina applicable to such corporations.

Article I

Purpose and Powers

The basic purpose of the Association is to promote the common good and general welfare of property owners in Palmetto Dunes (which term shall include only the Mariners, Inverness and Queen's Folly Road corridor portions of Palmetto Dunes Resort, excluding Leamington and Shelter Cove). In the accomplishment thereof the Association has the following purposes and powers:

1. Represent all residential property owners of Palmetto Dunes in conduct of their common affairs with other persons and entities and with public entities including but not limited to the Town of Hilton Head Island, Public Service District(s), the County of Beaufort, and the State of South Carolina.
2. To exercise legal and managerial responsibility for Palmetto Dunes pursuant to the Consolidated Limited Residential Covenants of February 1, 1982 recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 341, page 657, and the Consolidated Multi-Family Residential Covenants dated January 1, 1981, and recorded in such office in Deed Book 314 at Page 505, as the same have been or may be amended or restated, both of which Covenants have been assigned to the Association.
3. To coordinate with the owners of commercial properties within Palmetto Dunes and with the property owners associations for Leamington and Shelter Cove (Palmetto Dunes, Leamington and Shelter Cove comprise Palmetto Dunes Resort).
4. Enforce any and all covenants, restrictions and agreements applicable to the properties in Palmetto Dunes for which responsibility has been or may be assigned to the Association.

Article II

Membership

1. Eligibility for Membership

Subject to the following provisions, each owner of a residential property (whether an undeveloped lot, house, condominium, villa or time share) in Palmetto Dunes shall be a Member of the Association.

a. Single Property Ownership

If the property is owned by one person, that person shall be the member and be entitled to one vote.

b. Multiple Property Ownership

If a person owns more than one property, such person shall be a member and entitled to one vote for each property owned.

c. Multiple Owners

If a property is owned by more than one person or is a legal time share, then all such owners shall constitute collectively, but not severally, one member and shall be entitled jointly to one vote. Such owners may give written notice to the Association designating one of such owners to receive notices and to cast the one vote. Until such written notice is received by the Association, the Association shall have the right to designate on its books one of such owners to receive notices and to cast the vote.

2. Determination of Members

The Association shall maintain a register of all persons eligible for Membership and their addresses. The Association shall use reasonable efforts to revise such register to reflect changes in ownership and addresses. Until such time as the Association receives actual written notice of a name or address change, the register maintained by the Association shall be deemed complete, conclusive and binding for all purposes. The Membership register as of thirty (30) days prior to the date of the mailing of any notice to Members shall be conclusive as to the parties entitled to receive such notice and entitled to vote at any meeting called by such notice.

3. Associate Members

Property owners in Leamington and Shelter Cove, property management companies and rental management companies doing business within Palmetto Dunes, and others approved by the Board may elect to become Associate Members of the Association.

Such Associate Members shall receive communications, may attend meetings and may serve on committees. The Board from time to time shall determine the annual dues to be paid by an Associate Member.

4. Notice of Annual Membership Meeting

The Annual Meeting of the Membership shall be held on a weekend in October at a time, place and date determined by the Board. The Association shall use its reasonable efforts to give Members sixty (60) days advance notice of the date of the Annual Meeting. At least thirty (30) days before the date set for the Annual Meeting of the Membership the Secretary of the Association shall mail to each member: (1) A report of the significant business conducted by the Association during the preceding year; (2) A balance sheet for the Association as of the end of the preceding fiscal year and a cash receipts and disbursements statement for the previous fiscal year; (3) Notice with respect to the time, place and purposes of such meeting; (4) the names of the persons nominated for the Board vacancies.

5. Annual Membership Meeting

At the Annual Meeting, the election of the new Directors shall be held. There shall also be held such votes on other matters which were specified in the notice of the meeting, and such other business conducted as may be appropriate.

6. Special Meetings

Special meetings of the Membership may be called by the Board of Directors for consideration of specified items. A special meeting may be requested by the petition of one hundred (100) Members of the Association stating the items of business which such Members desire to submit for the consideration of the Membership. Upon receipt of the petition, the Board shall decide whether to call a special meeting or to place the requested items on the agenda of the next Annual Meeting which is at least ninety (90) days after receipt of the petition. The Secretary shall mail written notice to the Membership of a Special meeting at least thirty (30) days in advance of such meeting. Notice of a meeting shall contain the time and place of the meeting and an agenda of the business to be submitted to the Membership.

7. Notices

All notices provided for in these Bylaws, except as otherwise expressly provided, shall be sent by mail, postage prepaid, to the address shown on the register of Members.

8. Quorum

The presence in person or by written proxy at a meeting of fifteen percent (15%) of the Members shall constitute a Quorum, but a lesser number may continue a meeting previously constituted.

9. Proxy

Any member may give a proxy to vote to any person for a specific meeting. Such proxy may be general or limited to a specific purpose. The Board may solicit proxies with respect to any Membership meeting. Any member giving a proxy shall be deemed present at such meeting for all purposes. All proxies must be received by the Secretary of the Association at the address of the Association at least fifteen (15) business days before the date of the annual meeting.

Article III
Board of Directors

1. Number, Good Standing

The Association shall be managed by a Board of Directors composed of nine Members of the Association plus a tenth director to the extent provided in Article X, Section 2. The nine Directors, who are Members of the Association, are tasked with representing the interests of all property owners in Palmetto Dunes. A Director must be in good standing financially with the Association, having no outstanding assessments, fees, fines, arrearages, or other similar obligations, owing to the Association. Failure to maintain good standing shall be cause for removal from the Board of Directors. Further, as deemed appropriate by the Board of Directors, other individuals representing interests related to Palmetto Dunes, may be appointed as ex-officio Members. Ex-officio Members may attend meetings but not vote.

2. Election and Term

Any Member seeking election to the Board of Directors must first be nominated pursuant to Article VI of these Bylaws. Directors shall be elected at each Annual Meeting of the Membership and shall take office at the next Board meeting. Directors shall serve for three years or such lesser term for which they may have been elected, and, in any case, until their successors shall have been elected and take office. At least three Directors shall be elected at each annual meeting in order to provide for staggered terms. In the event that there shall be more persons nominated than positions available, then there shall be a vote by the Members. The candidates receiving the most votes

represented at the meeting, whether in person or by proxy, shall be elected to fill the positions.

3. Meetings

The Board shall hold meetings on call by the Chairperson or by the Secretary at the request of four Members of the Board. Notice of such meetings shall be given to each member of the Board in advance of the meeting and by such means of communication as time, under the circumstances, permits. Directors may participate in a Board meeting through use of telephone, video, Internet conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting. There shall be no meeting(s) by telephone, video or Internet conference with respect to the election of Officers or amendment of Bylaws. No meeting of the Members shall be conducted by telephone, video or Internet conference.

4. Quorum

The presence of a majority of the directors shall be necessary to constitute a quorum for conducting the business of the Board, but a lesser number may adjourn a meeting from time to time for periods not in excess of two weeks.

5. Vacancy

Should any vacancy occur on the Board, for any reason other than the normal expiration of the director's term, the remaining directors shall elect a qualified Association member to fill the vacancy until the next annual meeting of the Membership. The remaining unexpired term in excess of one year shall be filled by vote of the Membership at the next annual meeting.

6. Records

The Secretary shall keep a written record of all meetings of the Board showing: (1) the names of the directors; (2) resolutions passed; and (3) where appropriate, other matters considered. Such records shall be open for inspection by the Members of the Association upon fifteen (15) days notice to the Secretary. Members may obtain minutes of a Board meeting (excluding Executive Sessions) upon written request with a self-addressed stamped envelope and a fee covering the reproduction costs. The Minutes will be sent within a reasonable time following the meeting.

7. Attendance

All Members of the Board of Directors must attend at least two-thirds (2/3) of the

meetings of the Board, or vacate their office upon an affirmative vote of the majority of the full Board.

8. Removal of Director

A director may be removed at any time by an affirmative vote of two-thirds (2/3) of all of the other directors.

9. Members Right to Attend Meetings

Members shall have the right to attend any meeting of the Board of Directors except for an Executive Session declared by the Board. An Executive Session may be declared for the purpose of discussing personnel, contractual, legal and other appropriate matters. The Board may invite any person to participate in an Executive Session. The Board shall re-open its regular session for a final vote or decision on any matter discussed in Executive Session.

10. Role of the Board of Directors

The business and affairs of the Association shall be managed by the Board of Directors (the "Board"). The Board of Directors may exercise all the powers of the Association, except such as are, by the laws of South Carolina, the Articles of Incorporation, the Covenants or these Bylaws, conferred upon or reserved solely to the Members. The Board shall set policy and act as group making decisions to further the common good and general welfare of property owners in Palmetto Dunes. The Board shall oversee the functions of the organization and ensure that it continues to operate in the best interest of the Members.

11. Role of the Chairperson of the Board

The Chairperson of the Board (the "Chairperson"), who shall be a Director, shall call all meetings of the Board, except those meeting called by the Secretary pursuant to paragraph 3 hereof; shall preside at meetings of the Board and of the Members; and shall exercise and perform such other powers and duties as may from time to time be assigned to him/her by the Board or prescribed by these Bylaws. The Chairperson manages the Board. He/she provides the leadership that the Board requires to be successful. The Chairperson is the only Board member authorized to speak for the Board as a group, and manages the Board to maintain the integrity of the structure, which the Board has determined is in the best interests of the Association. The Chairperson provides oversight and guidance to the Chief Executive Officer. The Chairperson is authorized to execute such contracts, notes, mortgages, security interests, and similar instruments binding the Association, under the seal of the Association, as may be

approved by the Board, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. The Chairperson shall have the power to act on behalf of the Board, within any limits prescribed by the laws of South Carolina, the Articles of Incorporation, the Covenants or these Bylaws, between meetings of the Board to take care of the normal and customary business of the Board or anything of an emergency nature.

Article IV

Officers

1. Number and Title

There shall be a minimum of four officers of the Association: a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. Additional officers may be elected by the Board of Directors as the work of the Association warrants. No person may simultaneously hold more than one office.

2. Chairperson Elect, Election and Term

In May of each year a Chairperson Elect shall be elected by the Board of Directors from among them. A Director may nominate himself/herself or be nominated by another Director. The election shall be by written ballot in executive session. The successful candidate shall be Chairperson Elect until he/she takes office as Chairperson at the first Board meeting following the Annual Meeting. The Chairperson Elect shall attend all Executive Committee meetings and shall be a member of the Nominating Committee.

3. Vice Chairperson, Treasurer, and Secretary, Election and Term

The Vice Chairperson, Treasurer, and Secretary shall be elected by the Board of Directors from among them at the first Board meeting following the Annual Meeting. The Chairperson shall recommend to the Board his/her nominees for these offices. Upon their election by the Board, the officers shall serve for one year or until their successors are elected and take office.

4. Vacancies and Removal

Should any vacancy occur in any office for any reason other than the normal expiration of the officer's term, the Board shall elect any qualified member of the Board to fill such office. Any officer elected by the Board of Directors may be removed at any time with good cause by an affirmative vote of two-thirds (2/3) majority of the full Board.

5. Authorities

The Chairperson shall have the duties and authorities provided hereinabove. In the absence of the Chairperson or in the event of his inability or refusal to act, the Vice Chairperson, the Secretary or the Treasurer, in that order, shall exercise the authorities of such office. The Treasurer shall chair the Finance Committee. The Secretary shall provide for minutes to be taken of all Board meetings and provide copies of the minutes to the Directors before the next Board meeting. All officers shall have such authorities as are normally associated with their office and such further authorities as may be vested in them by the Board.

6. Chairperson, Ex-Officio Member of All Committees

a. Single Ownership

The Chairperson shall be an ex-officio member of the Finance Committee and shall have all the same rights and privileges, including the right to vote, as other committee Members. However, the Chairperson shall not be counted in determining the number for a quorum or in determining whether a quorum is present.

b. The Chairperson shall be an ex-officio member of all other committees and shall have all the same rights and privileges, except the right to vote, as other committee Members.

**Article V
Committees**

1. The Board shall provide for the following standing committees:

a. Executive Committee

Shall be composed of the Chairperson, Vice Chairperson and one (1) Director appointed by the Chairperson, with the concurrence of the Board. It shall deal with such matters that arise between the Board meetings as the Chairperson deems necessary, and shall be the liaison between the Board and the Chief Executive Officer.

b. Finance Committee

The Committee will review financial statements of the Association, arrange for an annual audit, review and make recommendations on compensation and

benefits, supervise the investments of Association funds, make periodic recommendations on bonding limits, and otherwise coordinate financial matters.

c. Nominating Committee

The Chairperson of the Board shall select one of the Board Members to serve as Chairperson of the committee. The Committee shall consist of five (5) Members of the Association, three (3) of whom shall not be serving as a Director.

d. Architectural Review Board

Shall exercise the duties set forth in the Limited Residential and Multifamily Covenants and make reports of its activities to the Board.

2. Ad Hoc Advisory Groups

From time to time the Board may establish ad hoc advisory groups only and without power to exercise the authority of the Board. The composition, assignment(s), and conduct of the affairs of any such ad hoc advisory group shall be established by the Board.

3. Powers of the Committees

Except as otherwise above provided, each committee shall have such powers, functions, term and Members as determined by the Board as set forth in their respective charters if any, and/or Board resolution establishing such committee. Any committee (other than standing committees) may be terminated by the Board at any time. The Members of any committee may be removed and/or additional Members appointed by the Board at any time.

4. Members, Good Standing

All committee Members must be in good standing financially with the Association, having no outstanding assessments, fees, fines, arrearages, or other similar obligations, owing to the Association. Failure to maintain good standing shall be cause for termination.

Article VI
Nominating Procedures

1. Committee Nominations

The Nominating Committee shall nominate one (1) candidate for each directorship to be filled.

2. Petition Nominations

Any member may be nominated by petition signed by no less than ten (10) Members of the Association; provided such petition be delivered to the Secretary not less than ninety (90) days before prior to the Annual Meeting of the Membership during the year in which the election is to be held. For the purposes of this section, the definition of “member” or “Members” shall have the meaning described in Article II, Section 1.A through C.

3. Notice of Nominees

The names of all candidates nominated shall be distributed, in writing, to the Membership.

Article VII
Finances

1. Bank Accounts

Funds of the Association, including any reserve or special accounts, shall be deposited or invested in accordance with the Palmetto Dunes Financial Policies and Procedures manual (as the same may from time to time be revised by the Board) or as otherwise approved by the Board.

a. The Board shall approve those officers, directors and/or employees who will be authorized signatories on Association bank accounts.

b. The Board shall determine the need for two signatures on certain accounts or on checks over a certain amount.

2. Bonding

The Board shall obtain and maintain bonds on employees in such amount as are from time to time approved.

Article VIII
Liability and Indemnification of Directors and Officers

No Officer or Director shall be held individually liable for any action taken or decision made within the scope of his or her authority. The Association and Membership shall indemnify and hold harmless any Director or Officer, his or her heirs, executors, administrators or assigns, against all damages, losses, costs and expenses reasonably incurred by him or her in connection with any legal action, suit or proceeding as a reason for his or her being, or having been, a Director or Officer of the Association. Such indemnification shall not be available if it should be determined in such legal action, suit or proceeding that such Director or Officer was not within the scope of his or her authority, or was guilty of gross negligence or willful misconduct. The foregoing indemnification shall be in addition to and exclusive of all other rights to which such Director or Officer shall be entitled.

Article IX
Chief Executive Officer

1. The Board shall employ a salaried staff executive who shall have the title of Chief Executive Officer (CEO) on such terms and conditions as the Board shall determine. The Chief Executive Officer shall be the chief executive officer and operating officer of the Association with the responsibility to perform the duties as required by the Board. The Chief Executive Officer shall be an ex officio member of the Board, shall attend Board meetings, shall make periodic reports to the Board concerning Palmetto Dunes, and may participate in Board discussions, but shall have no vote.

2. Role of the Chief Executive Officer
The Chief Executive Officer shall have the responsibility for the day-to-day administration and operations of the Palmetto Dunes Property Owners Association, Inc. He/she directs and administers all aspects of the operations: the common areas, infrastructure, staff, and all activities and owner relations. In addition, he/she will assist the Board in setting strategies for the future. The Chief Executive Officer shall have such other powers and duties as may be prescribed by the Board.

The Chief Executive Officer shall be authorized to execute such contracts, notes, mortgages, security interests, and similar instruments binding the Association, under

the seal of the Association, as may be approved by the Board, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

Article X

Special Provisions for Greenwood Communities and Resorts, Inc.

1. Membership

Greenwood Communities and Resorts, Inc. (herein "Greenwood") is designated as a Special Member of the Association. Each year Greenwood will have the number of votes determined by dividing the total amount of assessments due by Greenwood for such year by the amount of the greatest single lot regular assessment due for such year. For example, if the single lots were assessed a regular assessment of \$1035 and if Greenwood were assessed \$133,289 in assessments for that year, then Greenwood would have 129 votes (133,289 divided by 1035 equals 128.78, or 129). However, if Greenwood sells any of its property subject to assessments, its vote will not transfer to any successor in title unless otherwise approved by the Association in accordance with paragraph 3 below.

2. Additional Director

There shall be an additional tenth director on the Board, who shall be appointed annually by Greenwood. This additional director would not be required to carry the same committee duties as other directors but would otherwise be subject to the same bylaw provisions applicable to all directors. A majority of the other directors may exclude this appointed director from any discussion of matters relating to or concerning agreements, contracts or relationships with Greenwood, any affiliate of Greenwood or any employee of Greenwood. This Section 2 shall terminate as of the date that Greenwood sells both golf courses (being the Jones and Fazio courses) and its tennis facility in Palmetto Dunes to an unrelated entity, unless the Association in its sole discretion agrees to maintain it in effect.

3. Non-assignability

The above provisions are personal to Greenwood and may not be assigned or transferred nor pass to any successor or successor in title without the consent of the Association, which consent may be given or withheld in the Association's sole discretion.

Article XI
Amendment of the Covenants and Bylaws

1. Amendment of the Covenants

The Limited Residential and/or the Multifamily Covenants may be amended by one of the following procedures:

- a. The Board of Directors may propose an amendment by approval of a majority of the Directors present at a regular or special meeting where notice was given that the amendment would be considered. The proposed amendment shall then be presented to the Membership at a regular or special meeting.
- b. The Members may propose an amendment by a written proposal signed by one hundred (100) or more Members, which proposal shall set forth in full the Covenant provision to be changed, the proposed amendment and the reason for such amendment. Such proposal shall be filed with the Secretary. The amendment shall then be presented to the Membership at the next regular Annual Meeting which is at least ninety (90) days after receipt of the proposal.
- c. Under either procedure, the notice of meeting to the Membership shall set forth the Covenant proposed to be amended, the proposed amendment and the reason for the proposed amendment. The amendment will become effective upon a majority vote of Members present in person or by proxy at such meeting, except that the quorum for such meeting shall be twenty-five percent (25%) rather than the usual fifteen percent (15%).

2. The Bylaws may be amended by one of the following procedures:

- a. The Board of Directors may propose an amendment by approval of a majority of the Directors present at a regular or special meeting where notice was given that the amendment would be considered. The proposed amendment shall then be presented to the Membership at a regular or special meeting.

- b. The Members may propose an amendment to the bylaws by a written proposal signed by one hundred (100) or more Members, which proposal shall set forth in full the Bylaw provision to be changed, the proposed amendment and the reason for such amendment. Such proposal shall be filed with the Secretary. The amendment shall then be presented to the Membership at the next regular Annual Meeting which is at least ninety (90) days after receipt of the proposal.
- c. Under either procedure, the notice of meeting to the Membership shall set forth the Bylaw proposed to be amended, the proposed amendment and the reason for the proposed amendment. The amendment will become effective upon a majority vote of Members present in person or by proxy at such meeting.

Article XII

General

All meetings of the Membership and the Board of Directors shall be conducted in accordance with Robert's Rules of Order Newly Revised, provided that where there is a conflict with these Bylaws, the Bylaws shall prevail.

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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

2004 AMENDMENT TO DECLARATION
OF RIGHTS, RESTRICTIONS, CONDITIONS,
ETC., WHICH CONSTITUTE COVENANTS
RUNNING WITH CERTAIN LANDS WITHIN
PALMETTO DUNES RESORT
(the "2004 Amendment")

**CONSOLIDATED LIMITED RESIDENTIAL COVENANTS
OF GREENWOOD DEVELOPMENT CORPORATION
(DB 344 Page 1750)**

WHEREAS, Greenwood Development Corporation, a South Carolina Corporation ("Greenwood"), is the owner and overall developer of certain lands located within Palmetto Dunes Resort on Hilton Head Island, Beaufort County, South Carolina (the "Resort") and is the Declarant with respect to, and the holder of all rights and privileges reserved in, that certain Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands Within Palmetto Dunes Resort dated February 1, 1982 and recorded on February 8, 1982 in the Office of the Register of Deeds for Beaufort County in Deed Book 341, at Page 657, and amended and restated on April 8, 1982 in Deed Book 344 at Page 1750, and as further amended, the most recent amendment being filed of record on December 2, 2002, in Deed Book 1672 at Page 1820 (commonly referred to as the Limited Residential Covenants of 1982 and, for purposes of this 2004 Amendment, referred to as the "Covenants"), including rights and privileges held by its predecessors-in-title under previous covenants and restrictions, all as referred to in the Covenants; and

WHEREAS, the Consolidated Limited Residential Covenants of Greenwood Development Corporation dated February 1, 1982 were recorded on February 8, 1982, in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 341, at Page 657, and;

WHEREAS, Article IV provides for an Annual Maintenance Assessment applicable to all Limited Residential Areas, and;

WHEREAS, Greenwood finds it necessary and appropriate to amend the provisions of Article IV so as to establish and provide for an additional assessment which will constitute a reserve fund for the purposes of storm cleanup; and,

WHEREAS, all roads and streets within Palmetto Dunes Resort are private and the ownership of such roads and streets is vested in Greenwood, and in order to provide for safe and effective regulation of traffic, Greenwood has previously filed with the Clerk of Court for Beaufort County, the appropriate Consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) (hereinafter "Uniform Act") applicable to all of the streets and roadways within Palmetto Dunes Resort; and,

WHEREAS, Section 3-19 of the Covenants contemplated additional parking and traffic regulations to be promulgated by Greenwood from time to time; and

(315583.17)

**CONSOLIDATED LIMITED RESIDENTIAL COVENANTS
OF GREENWOOD DEVELOPMENT CORPORATION
(DB 344 Page 1750)**

WHEREAS, Greenwood finds it necessary and appropriate to adopt certain regulations to govern the conduct of Property Owners, their family members, guests, invitees, lessees, subowners, contractors, service providers and all other parties (hereinafter all collectively referred to as "Property Owner's Guest") who enter into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes.

WHEREAS, in light of the growth of the population within Palmetto Dunes Resort, and in order to assist in the enforcement of the Covenants, Greenwood finds it necessary and appropriate to adopt a series of enforcement provisions relating to the Covenants.

WHEREAS, Greenwood has determined to amend the Covenants in accordance with Section 8-9 and Section 10-2 and to promulgate additional traffic regulations pursuant to Section 3-19 as well as additional regulations and enforcement procedures; and

WHEREAS, prior to the filing of this Amendment, while not required to do so, Greenwood has sought the input from the Property Owners and from the Palmetto Dunes Property Owners Association, Inc. ("Association"), has held not less than six (6) public forums regarding same, has published and has made available copies of drafts of this Amendment to the Property Owners and other interested parties on its website, and portions of same in its newsletter.

NOW, THEREFORE, for and in consideration of the Premises, the Limited Residential Covenants are amended as follows:

1. That the above "Whereas" clauses are hereby incorporated herein as if restated and are hereby made an integral part hereof.
2. Except as specifically amended herein, the Limited Residential Covenants shall continue in full force and effect as if fully restated herein.
3. Storm Recovery Assessment. An additional paragraph is hereby appended to the end of Article IV as Section 4-2 with the following language:

Section 4-2: Storm Recovery Funds.

- a. Reserve Assessment. To supplement the annual maintenance assessment referenced in Article IV, and in order to establish a reserve fund to clean up debris and trees, repair and replace infrastructure, and otherwise recover from extraordinary wind, rain, flooding or hail damage resulting from a natural disaster, or Act of God including but not limited to an earthquake, hurricane, tropical storm, or cyclone, (hereinafter collectively referred to as "natural disaster") each Owner of a residential lot ("Lot") may be required to pay to Greenwood a sum, not to exceed annually, of Two Hundred (\$200.00) Dollars per Lot as a Storm Recovery Reserve Assessment, said sum to be placed in a separate account and to be used exclusively for the purposes as specifically provided herein. This account is to be entitled the "Storm Recovery Reserve Fund." Once this Storm Recovery Reserve Fund achieves a level of Two Million (\$2,000,000.00) Dollars in collected assessments, the right

to assess for this Reserve Fund shall cease until such time as the Reserve Fund falls below such a level. This Storm Recovery Assessment is intended, and its use is limited, to cover unbudgeted and unexpected expenses as a result of a natural disaster.

b. Special Assessment. In the event of a natural disaster as referenced above in Subparagraph 4-2 a. resulting in needed funds for clean up, repair and replacement and otherwise recovery costs, and in the event that the Storm Recovery Reserve Fund is insufficient to address such costs, then Greenwood, or its assigns, shall have the power to levy a Special Storm Recovery Assessment after such a natural disaster in order to cover unbudgeted and unexpected expenses as a result of such a natural disaster which cannot be adequately addressed by the Storm Recovery Reserve Fund. This Special Storm Recovery Assessment is limited to \$1,000.00 per Lot on an annual basis. In the event there are excess funds generated by the Special Storm Recovery Assessment after the expenses have been covered, such excess shall be maintained in the Storm Recovery Reserve Fund. Further, in order to replenish the Storm Recovery Reserve Fund after such a natural disaster, the Storm Recovery Reserve Assessment referenced above in Subparagraph 4-2 a. may be reinstated in the following calendar year until such Storm Recovery Reserve Fund has been built back up to the aforementioned level, as adjusted.

c. Billing Collection. The Special Storm Recovery Assessment referenced in Subparagraph 4.2b., as hereinafter established and levied, shall be due and payable within thirty (30) days of billing. The Storm Recovery Reserve Assessment referenced in Subparagraph 4-2 a. above shall be due and payable on or before March 1st of the calendar year in which it is billed. In the event that either of these assessments are not paid within thirty (30) days of said due date, then the provisions of Article IV as it relates to the annual maintenance assessment and collection thereof, (including, without limitation, the late fee, the obligation to pay attorney's fees, and other remedies) shall be applicable to both the Special Storm Recovery Assessment and the Storm Recovery Reserve Fund Assessment, reference being made to the terms and conditions of Article IV which are hereby made applicable.

d. Adjustments. The annual maximum amount of the aforementioned Storm Recovery Reserve Assessment and the \$2,000,000.00 cap on the amount of the Storm Recovery Reserve Fund described in Section 4-2 a., as well as the maximum amount of the Special Storm Recovery Assessment described in Section 4-2 b. above is subject to an increase each year commencing January 1, 2006, equal to the percentage of increase in the Consumer Price Index ("CPI") for the previous year. The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. cities, all items (1982-1984 - 100). The base year for these purposes shall be calendar year 2005.

4. Association. Reference is made to the Amendment to the Covenants which was dated October 21, 2002, and filed in the Office of the Register of Deeds for Beaufort County in Deed Book 1672, at Page 1820 (the "2002 Amendment"), which 2002 Amendment had, among other things, the purpose of adding a new Article XIII to the Covenants relating to the Palmetto Dunes Property

Owners Association, Inc. ("Association") and certain financial operational provisions and transitional matters. Attached as Exhibit "A" is an affidavit of an officer of the Association confirming the current status of membership within the Association. The Association is the representative body for the property owners and is the intended entity for assignment of Greenwood's rights as Declarant under the Covenants, including, e.g., those rights pursuant to Section 10-3 of the Covenants.

5. Regulations; Compliance and Enforcement. A new Article XIV, is added to the Covenants as follows:

"ARTICLE XIV

Compliance With and Enforcement of the Covenants, State Laws and Palmetto Dunes Resort Regulations

14-1: Regulations. Greenwood does hereby adopt the Palmetto Dunes Regulations as set forth in Exhibit "B" (hereinafter "**Regulations**"). Such **Regulations** and all amendments thereto shall be binding upon all Property Owners, and the Property Owner's Guest who enter into the Resort to the same extent as if stated fully herein with all other Covenants.

14-2: All Property Owners, et al Subject to Regulations; Required to Yield to Amber or Blue Flashing Light. All Property Owners shall comply with these Covenants and the **Regulations**, and shall be responsible for the conduct of and ensuring the compliance therewith for the Property Owner's Guest who enter into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes. All Property Owners and Property Owner's Guests shall be required to yield right of way and come to a stop upon the approach of a Greenwood Security vehicle displaying a flashing amber or blue light.

14-3: Sanctions: Greenwood may impose sanctions for violation of these Covenants, including the non-payment of assessments or for violation of the **Regulations**. Such sanctions may include, without limitation:

14-3.1: Suspending the right of a Property Owner or the Property Owner's Guest to use any facility within the Common Properties if the Property Owner is more than 30 days delinquent in paying any assessment or any fine owed pursuant to the **Regulations**; provided, nothing herein shall authorize Greenwood to limit ingress to or egress from the Property Owner's property for the Property Owner or an immediate family member of the Property Owner;

14-3.2: Suspending any services provided by Greenwood to a Property Owner or the Property Owner's Lot or Dwelling if the Property Owner is more than 30 days delinquent in paying any assessment or fine owed pursuant to the **Regulations**;

14-3.3: Imposing reasonable financial sanctions ("fines") payable to Greenwood. In the event that any Property Owner's Guest who enters into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes, violates these **Regulations** and a fine is imposed against the Property Owner's Guest (the "violator"),

the fine shall first be payable by such violator. If the fine is not paid by the violator within the time period set forth in 14-3.3.1, the authorizing Property Owner shall then become liable for the fine. Upon the assessment of the unpaid fine against the authorizing Property Owner, the Property Owner shall be entitled to an additional fifteen (15) day period in which to either pay the fine or request a hearing as provided for in 14-3.3.2;

14-3.3.1: Fifteen (15) days after receipt by a Property Owner of a notice of violation setting forth the amount of such fine, or notice of assessment for an unpaid fine imposed upon a Property Owner's Guest, a late charge of one and one half (1 ½%) percent per month shall accrue on any unpaid amount of such fine from the fifteenth (15th) day after such notice until the date payment is received by Greenwood. Said Property Owner shall also be liable for costs of collection including reasonable attorneys' fees, and court costs and filing fees incurred by Greenwood in any proceeding or collection effort undertaken to collect the unpaid fine. Acceptance of a partial payment of a fine or late charge, which is due or past due shall not act as a waiver for the unpaid portion of such fine or late charge and such amount paid shall be applied first against the late charge due and then against the fine due with any remaining balance continuing to be due and owing and subject to the above indicated late charge, lien and collection rights.

14-3.3.2: After receipt of notice of a fine assessed against a Property Owner, or a Property Owner's Guest who enters into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes, for violation of these Covenants or for violation of the **Regulations**, a Property Owner or a Property Owner's Guest may, within fifteen (15) days, request a hearing in accordance with procedures hereinafter referred to as Palmetto Dunes Resort Notice and Hearing Policies and as set forth in Exhibit "C" ("**Hearing Policies**"). Upon receipt, by Greenwood, of such request for a hearing prior to the 15th day after receipt of the notice of violation, the tolling of days before which a late fee is imposed shall be suspended until such hearing has taken place and a determination has been made and notice of such determination has been received by the Property Owner or the Property Owner's Guest. On such date as said notice of determination has been received by the Property Owner, the tolling of days shall resume and a late charge shall be imposed as provided hereinabove in Section 14-3.3.1. If a Property Owner or a Property Owner's Guest does not request a hearing, or the request is not received by Greenwood within fifteen (15) days of receipt of notice of a fine for violation of these Covenants or the **Regulations**, the Property Owner or the Property Owner's Guest will be deemed to have waived such right to a hearing and the fine and all late fees shall be payable by the Property Owner.

14-4: Traffic Violation Enforcement: For emphasis, it is restated that, as it relates to the private roads which have been submitted to the Uniform Act as defined in Section 3-19 of the Covenants, Greenwood has the authority to enforce all applicable state traffic laws in addition to the enforcement of these Covenants and the Palmetto Dunes Resort Regulations, including the right to issue South Carolina Uniform Traffic Citations and/or Palmetto Dunes Private Citations.

14-5: Enforcement Procedures: Greenwood may take the following enforcement procedures to ensure compliance with these Covenants and the **Regulations** without the necessity of compliance with the procedures set forth in the Hearing Policies:

- i. exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicle(s) that is/are in violation of the Regulations); or
- ii. bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

14-6: Remedies Cumulative: All remedies set forth herein shall be cumulative of any remedies available at law or in equity. To supplement Section 9-8 of the Covenants, in any action to enforce these Covenants, Greenwood shall be entitled to recover all costs, including, without limitation, attorney's fees, and court costs, reasonably incurred in such action.

14-7: Discretion to Enforce: The decision to pursue enforcement action in any particular case shall be left to Greenwood's discretion, except that Greenwood shall not be arbitrary or capricious in taking, or not taking, enforcement action. Without limiting the generality of the foregoing sentence, Greenwood may determine that, under the circumstances of a particular case:

14-7.1: The position is not strong enough to justify taking any or further action; or

14-7.2: The Covenant or **Regulation** being enforced is, or is likely to be construed as, inconsistent with applicable law; or

14-7.3: Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending Greenwood's resources; or

14-7.4: That it is not in Greenwood's or the Property Owner's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of Greenwood's right to enforce such provision at a later time under other circumstances or preclude Greenwood from enforcing any other Covenant or **Regulation**.

14-8: Amendments to Regulations: Amendments to or the adoption of additional regulations shall be effective thirty (30) days after mailing notice of same to the record owners of all lots, parcels or dwelling units within Palmetto Dunes Resort as of January 1 of the year in which such regulations are promulgated.

6. Ratification. All terms and conditions of the Limited Residential Covenants referenced above, except as modified herein, are hereby ratified and confirmed by Greenwood.

In case of conflict, if any, between the terms of the 1982 Covenants and this 2004 Amendment, including the attached Exhibits to the 2004 Amendment, this 2004 Amendment shall prevail.

IN WITNESS WHEREOF, Greenwood, as Declarant, has hereunto set its hand and seal this 21st day of Dec, 2004.

WITNESSES:

Carlene B. Kilgore
Suzanne C. Kennedy

GREENWOOD DEVELOPMENT CORPORATION,
a South Carolina Corporation

Julian J. Nexsen, Jr.
By: Julian J. Nexsen, Jr.
Its: ~~Senior Vice~~ President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenwood)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21st day of Dec, 2004 by Julian J. Nexsen, ~~Senior Vice~~ President of Greenwood Development Corporation, a South Carolina Corporation.

Suzanne C. Kennedy
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 08/08/07
AFFIX SEAL

JOINDER AND CONSENT

The undersigned Association joins in and consents to this Amendment to the Limited Residential Covenants.

WITNESSES:

Carlene B. Kilgore
Sharon Potts

PALMETTO DUNES PROPERTY OWNERS
ASSOCIATION, INC., a South Carolina Non-Profit
Corporation

By: William G. Thomas
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that William G. Thomas,
as President of Palmetto Dunes Property Owners Association, Inc., on
behalf of the corporation, personally appeared before me this day and acknowledged the due execution
of the foregoing document.

Witness my hand and official seal this 28 day of December, 2004.

Carlene B. Kilgore
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3-28-07
AFFIX SEAL

TABLE OF CONTENTS
EXHIBITS TO
2004 AMENDMENT

<u>Exhibit</u>	<u>Description</u>
A	Palmetto Dunes Property Owners Association Affidavit of Membership
B	Palmetto Dunes Resort Regulations effective October 1, 2004
C	Palmetto Dunes Resort Notice & Hearing Policies effective October 1, 2004

EXHIBIT "A"
TO THE 2004 AMENDMENT TO THE CONSOLIDATED
LIMITED RESIDENTIAL COVENANTS

Palmetto Dunes Property Owners Association Affidavit of Membership

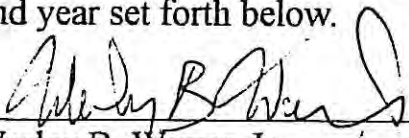
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AFFIDAVIT

Personally appeared before me, the undersigned attesting authority, WESLEY B. WARREN JR., who, having been sworn, stated on oath as follows:

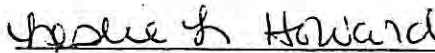
1. That he is Vice-President of Palmetto Dunes Property Owners Association, Inc. (the "Association") and is familiar with its books, records and documents;
2. That the Treasurer of the Association furnished him a list of all of the property owners who are members of the Association, which list consists of the names of the owners of 2130 separate lots, villas, condos and properties within Palmetto Dunes Resort (excluding Shelter Cove and Leamington areas) on Hilton Head Resort, South Carolina;
3. That both the 2002 proxy card and the 2003 dues notice card sent to these property owners contained the statement that "the undersigned is a member of the Association..." and further contained a place for the property owner to sign the respective card before returning it to the Association;
4. That the Association has received and possesses not less than 1180 of such cards and/or dues checks signed by persons who were on the above referenced property owners list at the time of such signing;
5. That this affidavit is given for the purpose of verifying that the Association has received written acknowledgements membership or actual dues payment from not less than 51% of persons who were property owners at the time of such signature or payment, and with the knowledge that it will be relied on for such purpose.

IN WITNESS WHEREOF, this affidavit has been executed as of the day and year set forth below.



Wesley B. Warren Jr.

Sworn to and Subscribed before me, the undersigned authority, on the 4th day of November, 2003.



Joseph L. Howard (3/8/11)
Notary Public, State of South Carolina

EXHIBIT "B"
TO THE 2004 AMENDMENT TO THE CONSOLIDATED
LIMITED RESIDENTIAL COVENANTS

Palmetto Dunes Resort Regulations

(315583.17)

EXHIBIT "A"
TO THE 2004 AMENDMENT TO THE CONSOLIDATED
LIMITED RESIDENTIAL COVENANTS

Palmetto Dunes Property Owners Association Affidavit of Membership

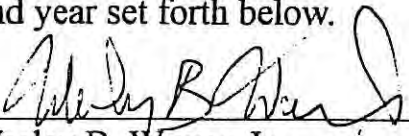
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AFFIDAVIT

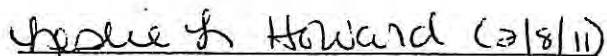
Personally appeared before me, the undersigned attesting authority, WESLEY B. WARREN JR., who, having been sworn, stated on oath as follows:

1. That he is Vice-President of Palmetto Dunes Property Owners Association, Inc. (the "Association") and is familiar with its books, records and documents;
2. That the Treasurer of the Association furnished him a list of all of the property owners who are members of the Association, which list consists of the names of the owners of 2130 separate lots, villas, condos and properties within Palmetto Dunes Resort (excluding Shelter Cove and Leamington areas) on Hilton Head Resort, South Carolina;
3. That both the 2002 proxy card and the 2003 dues notice card sent to these property owners contained the statement that "the undersigned is a member of the Association..." and further contained a place for the property owner to sign the respective card before returning it to the Association;
4. That the Association has received and possesses not less than 1180 of such cards and/or dues checks signed by persons who were on the above referenced property owners list at the time of such signing;
5. That this affidavit is given for the purpose of verifying that the Association has received written acknowledgements membership or actual dues payment from not less than 51% of persons who were property owners at the time of such signature or payment, and with the knowledge that it will be relied on for such purpose.

IN WITNESS WHEREOF, this affidavit has been executed as of the day and year set forth below.


Wesley B. Warren Jr.

Sworn to and Subscribed before me, the undersigned authority, on the 4th day of November, 2003.


Notary Public, State of South Carolina

Palmetto Dunes Resort Regulations

Pursuant to Section 14.1 of the 2004 Amendment to the Consolidated Limited Residential Covenants of Greenwood Development Corporation and also pursuant to Section 13.1 of the 2004 Amendment to the Consolidated Multi-Family Covenants of Greenwood Development Corporation, said Limited Residential Covenants and Multi-Family Covenants hereafter collectively referred to as "Covenants", each of which as may be subsequently amended, the following **Regulations** are adopted effective with the recording of the said respective 2004 Amendments in the Office of the Register of Deeds for Beaufort County. These **Regulations** may be amended without further amendment to the Covenants. Certain of these **Regulations** are, for the sake of convenience, restated from the Covenants. Any omission of any other provisions contained in the Covenants shall not be construed to in any way diminish or modify the Covenants.

A. ROADS AND STREETS

1. No golf carts may be operated on the roads and streets in Palmetto Dunes Resort except those being used by golf course operations, property maintenance and housekeeping or those being transported between golf cart maintenance or storage areas and the golf pro shop area and those utilized by golfers within designated cart path areas, including those areas which cross the roads. Greenwood may assess a fine for violation of this provision in the amount of \$50.00.

2. The roads and streets in Palmetto Dunes Resort are for the exclusive use of automobiles, authorized trucks and buses. All other vehicles, including, but not limited to motorcycles, motorbikes, motorized scooters, go carts, mopeds or all-terrain vehicles may be not operated anywhere within Palmetto Dunes Resort. Greenwood may assess a fine for violation of this provision in the amount of \$50.00.

3. Section 3-19 of each of the aforementioned set of Covenants requires compliance with all "No Parking" signs and other restricted parking signs as they are posted within Palmetto Dunes Resort. Greenwood may engage a towing company to remove vehicles parked in violation of such signs. The owners of any vehicles towed shall be required to pay the cost of towing and storage before their vehicles may be recovered. Additional fines may be assessed as provided below in Section A.4 of these **Regulations**.

4. In addition to penalties assessed by the State of South Carolina under the Uniform Act Regulating Traffic on Highways, Greenwood may assess the following fines:

	<u>Fine</u>
(a) Speeding less than 15 miles per hour over the limit	\$ 50.00
(b) Speeding more than 15 miles per hour over the limit	\$100.00
(c) Failure to obey "stop", "yield" or other traffic control devices	\$ 75.00
(d) Violation of any other South Carolina Uniform Traffic law (e.g. driving under the influence; driving without a license; driving the wrong way, etc.)	\$ 50.00
(e) Parking in fire or emergency lane	\$100.00
(f) Parking in an unauthorized spot	\$ 50.00
(g) Parking in any non-commercial parking area without proper decal or pass	\$ 50.00
(h) Failure to have vehicle registered and/or licensed	\$ 50.00

B. **BICYCLES** Bicycle riders must obey all signs and ride only on marked bicycle paths. Bicycle riders are not permitted to ride in prohibited areas, including but not limited to golf cart paths unless expressly permitted to do so. Bicycle riders may be required to possess a bicycle tag. The fine for violation of this provision is \$50.00.

C. **LAGOONS** Only self-propelled (such as canoes and kayaks) and electric powered boats are permitted in the lagoons. No commercial fishing or other commercial use is allowed without prior approval in the form of a license issued by Greenwood. Boats and fishing must comply with South Carolina law. The entire lagoon system is a no wake zone. Property Owners are responsible to keep bushes and trees from hanging into the lagoon and must remove any that fall into the lagoon. All docks and bulkheads shall be maintained in good repair so as to prevent any unsightly, unclean, unsafe or unkempt condition. The fine for violation of this provision is \$75.00.

D. **RENTAL PROPERTIES** Property Owners who rent their Property shall not allow their Property to be occupied by more persons than are permitted pursuant to the terms of the rental agreement or lease. Property Owners who rent their Property shall likewise not allow the number of vehicles permitted pursuant to the terms of the rental agreement or lease to be exceeded. Similarly, those guests or lessees of the Property Owner (i.e. Property Owner's Guests) shall not occupy the Property with more persons permitted pursuant to the rental agreement or lease and shall not have more vehicles on the Property than the number permitted pursuant to the rental agreement or lease. The fine for violation of this provision is \$200.00 for each day that the permitted occupancy by persons or vehicles is exceeded.

E. **MISCELLANEOUS**

1. **UNAUTHORIZED ENTRY** - All areas behind the gates and residential areas outside the gates are for Property Owners and authorized Guests and commercial

deliveries. No vehicle may enter these areas without a proper pass or decal. The fine for violation of this provision is \$75.00.

2. **COVENANT VIOLATIONS** - The Covenants set forth certain requirements, rules and regulations. Examples of such include, but are not limited to, prohibitions against noise, nuisance, improper lighting, improper storage of boats, trailers, or trucks, failure to control/leash pets, unkempt yards, landscape debris, and/or other offensive activity. The fine for any violation of the Covenants is \$75.00.

3. **DISORDERLY CONDUCT** - Any conduct which constitutes harassing behavior or a nuisance or disrupts the quiet enjoyment of other property owners will result in a written warning followed by a \$75.00 fine for a second or subsequent offense.

4. **CONTRACTOR COMPLIANCE.** Contractors, subcontractors, landscapers and all other service providers (hereinafter collectively referred to as "Contractors") who enter and use the private roadways within the residential areas of Palmetto Dunes Resort in consideration of gaining such entry and use shall agree to be subject to these **Regulations**. In consideration for obtaining access into Palmetto Dunes, either on a daily or periodic basis, each Contractor agrees that the acceptance of such a vehicle pass for access constitutes an agreement to comply with these **Regulations** and the Covenants, including being subject to the enforcement provisions set forth in these **Regulations**.

- (a) Contractors are prohibited from solicitation, improper storage of construction equipment (such as forklifts, dumpsters, trailers, cars, and trucks) on a building site or on "Common Property", causing the existence of unkempt yards, landscape debris, dumping of trash or debris and working during restricted hours. Contractors are also subject to additional rules contained in the Architectural Review Board's Policies, Procedures and Guidelines as those policies may be amended from time to time, and which policies are cross referenced and incorporated by reference herein. Greenwood may assess a fine for violation of this provision in the amount of \$100.00
- (b) Commercial vehicles utilized by Contractors are responsible for damage done to any private property within Palmetto Dunes Resort and to the Common Property, including damage to curbs, road pavement, the adjacent rights of way, landscaping and irrigation systems. Operators of commercial vehicles are responsible to clean up any spills on roads or other property. Contractors shall be liable for any damage caused. Greenwood may also assess a fine for violation of this provision in the amount of \$100.00
- (c) More than two violations of any of the forgoing provisions or failure to pay any fine for violation of any of these provisions may result in the loss of an access decal and Greenwood may revoke or refuse to grant future access into Palmetto Dunes Resort.

5. **DAMAGE TO PROPERTY** - Property Owners, and Property Owner's Guests, who enter into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes are responsible for the damage they cause to private property and Common Property, including damage to curbs, road pavement, road rights-of-way, landscaping and irrigation systems. They are responsible for the clean up of spills on roads or other property. In addition to liability for damage and the responsibility for mitigation of any damage, Greenwood may assess a fine in the amount of \$100.00.

6. **CONTINUING VIOLATIONS** - With respect to any continuing violation, each day that the violation occurs or remains uncorrected, it may be treated as a separate violation. Additional fines may be imposed for each such additional day that the violation continues.

7. **REPEAT OFFENSES** - If a second or subsequent violation of the same nature is made within 30 days of a previous violation, then the fine for such violation is double the amount of the fine for the previous violation.

8. **REFERENCE TO REGULATIONS.** These **Regulations** shall be referred to as the "Palmetto Dunes Resort Regulations dated December 28, 2004". These **Regulations** may be amended and/or restated from time to time, any such amendments to reflect the subsequent effective date. These **Regulations** have been adopted as supplements to both the Consolidated Limited Residential and Consolidated Multi-Family Covenants referenced above.

EXHIBIT "C"
TO THE 2004 AMENDMENT TO THE CONSOLIDATED
LIMITED RESIDENTIAL COVENANTS

Palmetto Dunes Resort Notice and Hearing Policies

Palmetto Dunes Resort Notice and Hearing Policies

Greenwood Development Corporation ("Greenwood") has adopted Enforcement and Hearing Procedures in order to effect compliance with the Consolidated Limited Residential Covenants, as amended by the 2004 Amendment and the Consolidated Multi-Family Residential Covenants (hereafter collectively referred to as the "Covenants"), each to which this document is made a part. Any individual receiving a written notice for violation of the Covenants or the Palmetto Dunes Resort Regulations (incorporated by reference and attachment to the Covenants) from Greenwood has the right to a hearing. Specific procedures are outlined below:

1. Palmetto Dunes Hearing Board. Greenwood hereby establishes the Palmetto Dunes Hearing Board ("**Hearing Board**") which shall consist of five (5) members. Two (2) members shall be Property Owners within Palmetto Dunes selected by the Palmetto Dunes Property Owners Association, Inc. (PDPOA). Two (2) members shall be selected by Greenwood. The fifth (5th) member shall be appointed by the other (4) four members and shall be a commercial Property Owner representative, provided the four (4) other members agree on the appointment of the fifth (5th) member. Otherwise the Hearing Board shall consist of four (4) members.
 - a. The two (2) PDPOA Hearing Board members shall be appointed by the President of the PDPOA and confirmed by the PDPOA Board of Directors.
 - b. The Chairperson of the Hearing Board shall be appointed by Greenwood.
 - c. A quorum of the Hearing Board shall consist of a majority of the members of the Board.
 - d. The terms of all appointments shall be for one (1) year.
 - e. Once the Hearing Board is appointed, a meeting shall be held to establish organizational procedures for the Hearing Board's functions and operations in compliance with the pertinent provisions of the Covenants.
2. Procedure. Greenwood is vested with the authority to assess fines for violation of the Covenants or the Regulations. Once Greenwood has issued a citation to an alleged offender, if the citation is contested, the Hearing Board is vested with the authority to conduct a hearing and determine whether to ratify the citation and fine imposed by Greenwood. Once a citation has been contested, neither Greenwood, nor the Hearing Board shall impose a fine, or infringe upon or suspend any other rights of a Property Owner, or Guest, for said contested violations unless and until the procedures herein are followed. The procedure to be administered will depend on the nature of the violation.

a. Covenant Violation:

- i. Written demand to cease and desist from an alleged violation shall be served upon the person responsible for such violation specifying:
 - (1) the alleged violation;
 - (2) the action required to abate the violation; and
 - (3) a time period of not less than five (5) days during which the violation may be abated without further sanction, provided the violation is not of such a nature that it could be ceased immediately, including but not by limitation the violation of Section 3-6, 3-7, 3-10, 3-11, 3-12, and 3-13 of the Covenants.
- ii. If such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision or regulation may result in the imposition of sanctions after notice and hearing.
- iii. If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs within twelve (12) months of such demand, Greenwood may serve such person with written notice of a fine assessed against the Owner for failure to take corrective action for the violation.

b. Regulation Violations:

- i. Written notice of the violation will be left on the offending vehicle, if applicable, or with the Property Owner, or the Property Owner's family member, guest, invitee, lessee, subowner, contractor, service provider or other party (hereinafter collectively referred to as "Property Owner's Guests") if he or she is present. Such notice shall contain:
 - (1) the alleged violation;
 - (2) the fine imposed for said violation.

c. Hearing.

For both a Covenant and Regulation violation, written notice shall be provided to a person responsible for such violation advising him/her of the availability of a hearing. If the alleged offender desires a hearing, he or she must notify the Hearing Board in writing within fifteen (15) calendar days of issuance of the fine. The alleged offender is presumed to have waived his/her right to continue Due Process if a request for a Hearing is not received by the Hearing Board within the

required fifteen (15) days. Within five (5) calendar days of receipt of the request for a hearing, the Hearing Board must acknowledge, by certified mail, receipt of the request for the hearing and notify the offender that the Hearing Board will meet on a date specified therein.

- i. The hearing shall be held by the Hearing Board. The Hearing Board shall afford the alleged violator a reasonable opportunity to be heard as well as the opportunity for the individual to present statements, evidence or witnesses on his/her behalf. In all instances the alleged offender shall be given opportunity to question his/her accuser, which in some cases may be an individual representing Greenwood in its capacity as the assessor of the fine.
- ii. The alleged offender must appear in person unless the Hearing Board agrees that appearing in person is not feasible. In this case, the Hearing Board shall allow written statements.
- iii. Prior to the effectiveness of any fine or sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting to be kept by the Hearing Board.
 - (1) Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the agent of the Hearing Board who delivers such notice.
 - (2) The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting.
- iv. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.
- v. The decision established by majority vote of a quorum of the Hearing Board is final, binding and conclusive on all parties for all purposes.
- vi. A written report of the decision by the Hearing Board shall be sent to the offender and kept on record.

The following Amendment was recorded on October 24, 2006, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 2463 at Page 1631.

**STATE OF SOUTH CAROLINA) 2006 AMENDMENT TO DECLARATION
CONDITIONS,) OF RIGHTS, RESTRICTIONS,
COUNTY OF BEAUFORT) ETC., WHICH CONSTITUTE
COVENANTS)
RUNNING WITH CERTAIN LANDS
WITHIN
PALMETTO DUNES RESORT
(the "2006 Amendment")**

**CONSOLIDATED MULTI-FAMILY RESIDENTIAL COVENANTS
OF GREENWOOD DEVELOPMENT CORPORATION
(DB 314 Page 505)**

WHEREAS, Greenwood Development Corporation, a South Carolina Corporation, ("Greenwood") was the owner and overall developer of certain lands located within Palmetto Dunes Resort on Hilton Head Island, Beaufort County, South Carolina (the "Resort") and was the Declarant with respect to, and the holder of all rights and privileges reserved in, that certain Declaration of Rights, Restrictions, Conditions, Etc., Which Constitute Covenants Running With Certain Lands Within Palmetto Dunes Resort dated January 1, 1981 and recorded on January 19, 1981 in the Office of the Register of Deeds for Beaufort County in Deed Book 314, at Page 505, as amended, the most recent amendment being filed of record on December 29, 2004, in Deed Book 2075 at Page 1310 (commonly referred to as the Multi-Family Residential Covenants of 1981 and, for purposes of this 2006 Amendment, said covenants and all amendments thereto being referred to as the "Covenants"), including rights and privileges held by its predecessors-in-title under previous covenants and restrictions, all as referred to in the Covenants; and

WHEREAS, all rights, title and interests of Greenwood under the Covenants, including the right to amend the Covenants, have been assigned by Greenwood to Palmetto Dunes Property Owners Association, Inc. (the "Association") by that certain Assignment of Rights Under Covenants dated December 31, 2005, and recorded with the Register of Deeds for Beaufort County, South Carolina in Deed Book 2295, at Page 1306; and

WHEREAS, the Association finds it necessary and appropriate to amend the provisions of Article IV so as to establish and provide for an additional assessment which will constitute a Community Enhancement Fee for improvements within

Palmetto Dunes; and

WHEREAS, this Amendment has been approved in accordance with the Bylaws of the Association, having been approved by the Board of Directors of the Association at a regular meeting on February 16, 2006, and further approved by a majority of its members present in person or by proxy at the annual membership meeting held on October 14, 2006, at which annual meeting there was a quorum of more than 25% of all members;

NOW, THEREFORE, the Association does hereby amend the Covenants as follows;

1. The above "Whereas" clauses are hereby incorporated herein as if restated and are hereby made an integral part hereof.

2. Restatement. Except as specifically amended herein, the Covenants shall continue in full force and effect as if fully restated herein.

3. Amendment. Two additional Sections are hereby appended to the end of Article IV of the Covenants as Section 4-3 and Section 4-4 with the following language:

Section 4-3: Community Enhancement Fee.

(a) Assessment of Special Fee. In order to provide an additional source of funds, there is hereby established and assessed a special Community Enhancement Fee upon the Owner of each Dwelling Unit, to be paid upon every Transfer of title of such Dwelling Unit. The Community Enhancement Fee shall be charged to the purchaser of the Dwelling Unit and shall be payable to Association at the time of each such Transfer. For purposes of this Section, a "Transfer" shall be deemed to occur upon the execution of a deed, instrument, or other similar writing whereby any Dwelling Unit, or interest therein, is sold, granted, conveyed, or otherwise transferred by the grantor to another person or entity.

(b) Limitation and Calculation of Fee. Except as limited herein, the Association shall have the sole discretion to determine from time to time the amount and method of calculating the Community Enhancement Fee. The Community Enhancement Fee shall not exceed 0.5% of the greater of (i) the W Dwelling Unit's Gross Selling Price or (ii) the fair market value of the Dwelling Unit at the time of the Transfer. The Gross Selling Price is the total cost and consideration (including any assumed mortgage) paid by the purchaser of the Dwelling Unit, excluding transfer taxes and title fees imposed by the City of Hilton Head, Beaufort County, and/or the

State of South Carolina. The Association may require that the grantor and/or grantee of the transferred Dwelling Unit provide documentation associated with the Transfer evidencing the Gross Selling Price and the date of Transfer, such as a copy of an executed closing statement, contract for sale, deed, or other document evidencing the Transfer, and/or provide an executed affidavit attesting to the Gross Selling Price or other consideration for the Transfer. In connection with any Transfer, the Association at its expense may elect to obtain an appraisal of the fair market value of the Dwelling Unit for use in calculating the Community Assessment Fee, if such appraisal is greater than the Gross Selling Price.

(c) Use of Fee. The Community Enhancement Fee shall be placed in a segregated account and used to provide funding for activities and such other purposes as the Association from time to time deems beneficial to the general good and welfare of the Palmetto Dunes. However, the Community Enhancement Fee shall not be used to fund normal and routine day-to-day operations, repairs or maintenance. For example, the Community Enhancement Fee funds may be used for:

(i) construction, renovations and projects for the enhancement, beautification, and preservation of Palmetto Dunes; and

(ii) the construction of new capital improvements or the renovation, replacement, rehabilitation, or emergency repair (if such emergency repair is necessitated by reason of storm, fire, flood, hail, natural disaster or Act of God but only to the extent not covered by insurance or the Storm Recovery Reserve Fund) of existing facilities or capital improvements within Palmetto Dunes.

(d) Obligation and Interest. The obligation to pay such Community Enhancement Fee shall be the personal obligation of each Owner acquiring an interest in a Dwelling Unit through a Transfer. If such Fee is not paid within thirty days of the Transfer, then a late charge of one and one-half (1 1/2 %) percent per month shall accrue on the unpaid amount from the date of such Transfer until paid. In addition each such Owner shall also be liable for all costs of collection including reasonable attorneys fees and court costs in any proceeding or collection effort undertaken to collect the unpaid amounts due.

(e) Exempt Transfers. No Community Enhancement Fee shall be levied upon the Transfer of title to a Dwelling Unit:

(i) by or to the Association;

(ii) by a co-owner of a Dwelling Unit to any person who was a co-owner of such Dwelling Unit immediately prior to such Transfer;

(iii) to the estate, surviving spouse, or heirs at law of the owner of a Dwelling Unit upon the death of such owner;

(iv) to a family trust, partnership or other entity created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law; provided, upon any subsequent Transfer of an ownership interest in such entity, the Community Enhancement Fee shall become due;

(v) to an institutional lender pursuant to a mortgage or upon foreclosure by a first mortgagee or a deed in lieu of foreclosure to a mortgagee; or

(vi) under circumstances which the Association, in its discretion, deems to warrant

classification as an exempt transfer (*e.g.*, a Transfer made solely for estate planning purposes may be, but is

not required to be, deemed exempt from payment of the Community Enhancement Fee).

Section 4-4: Creation of Lien and Personal Obligation for Assessments and other Amounts.

(a) Lien. The Owner of each Dwelling Unit hereby covenants, and by acceptance of a deed thereof, shall be deemed to covenant and agree to all of the terms and conditions of these Covenants and to pay (1) all annual assessments, fees, fines and other charges set forth in the Covenants, (2) all special assessments provided for in the Covenants, and (3) the Community Enhancement Fee. All such amounts, together with such interest thereon and costs of collection as herein provided, shall be a charge and continuing lien on the land and all the improvements thereon against which it is made and on the Dwelling Unit of the Owner upon whom imposed. Sale or transfer of any Dwelling Unit shall not affect any such lien.

(b) Personal obligation. All such assessments, fees, fines, charges and other amounts, together with interest thereon and costs of collection as herein provided, shall also be the personal obligation of the person who was the owner of such Dwelling Unit at the time when such amount was imposed or became due and, except as provided in (d) below, the personal obligation of each subsequent Owner of an interest in such Dwelling Unit. In the case of co-ownership of a Dwelling Unit, all such co-Owners of the Dwelling Unit shall be jointly and severally liable for such entire amounts. The sale or transfer of any Dwelling Unit shall not affect any such lien nor shall such sale or transfer release such Dwelling Unit or subsequent owners from liability for any assessment, fine, charge, fee or other amount then due or thereafter becoming due. Upon written request, the Association will provide any prospective purchaser of an interest in a Dwelling Unit with a written statement of any amounts then due and unpaid with respect to such Dwelling Unit and such prospective purchaser may rely upon such statement as to the status of unpaid amounts.

(c) Enforcement and collection. If any such amount is not paid when due , the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against his Dwelling Unit, or both, and there shall be added to all other amounts due the cost of preparing and filing a complaint in such action as well as any other costs and expenses incurred, and in the event a judgment is obtained, such judgment shall include interest on the amount due as above provided and reasonable attorney's fees and costs of the action.

(d) Subordination of the Lien to Mortgages. The lien provided for in subsection (a) above shall automatically be subordinate to the lien of any recorded first mortgage on a Dwelling Unit ("First Mortgage"). Such lien shall also be subordinate to any other mortgage or interest in the property approved in writing by the Association ("Approved Interest"). Notwithstanding all of the provisions of this Section 4-4, in the event the holder of a First Mortgage or of an Approved Interest obtains title to a Dwelling Unit as a result of foreclosure, a deed given in lieu of foreclosure, or similar conveyance such acquirer of title, its successors and assigns, shall not be liable for amounts which were imposed or became due with respect to such Dwelling Unit or chargeable to the former Owner of such Dwelling Unit prior to such acquisition of title , unless such amounts are secured by a claim of lien which was recorded prior to the recording of such mortgage. The holder of a First Mortgage or Approved Interest acquiring title to a Dwelling Unit as a result of foreclosure, a deed in lieu of foreclosure, or similar conveyance will be liable for all amounts imposed or becoming due during the period of its ownership of such Dwelling Unit and to the lien for the same created pursuant to subsection (a) above.

4. Effective Date. This Amendment shall be effective January 1, 2007, and as to the Community Enhancement Fee for transfers made on or after such date.

5. Ratification. All terms and conditions of the Multi-Family Residential Covenants referenced above, as previously amended, except as modified herein, are hereby ratified and confirmed by the undersigned. In case of conflict, if any, between the terms of the 1981 Covenants and this 2006 Amendment, this 2006 Amendment shall prevail.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal this 16th day of October, 2006.

WITNESSES: PALMETTO DUNES PROPERTY OWNERS
ASSOCIATION, INC.

By: /s/ Philip Burger
/s/ Karen Fry Philip Burger, President

/s/ A.P.Schumacher

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October,
2006, by Philip Burger, President of Palmetto Dunes Property Owners
Association, Inc., a South Carolina corporation.

/s/ Mary Sue Perritte
Notrary Public for South Carolina
My commission expires January 24, 2015
Affix Seal

EXHIBIT "I"

B- 219

BY-LAWS
OF
ST. ANDREWS COMMON HORIZONTAL
PROPERTY REGIME
AND
ST. ANDREWS COMMON OWNERS' ASSOCIATION

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 thereon) located in Palmetto Dunes Resort, Hilton Head Island, in Beaufort County, South Carolina, known as ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, which said Property shall henceforth be known as the ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME (hereinafter referred to as "Regime").

Section 2. ASSOCIATION. In conjunction with the creation of the above described Regime there also has been incorporated under the laws of the State of South Carolina an Association known as St. Andrews Common Owners' Association (hereinafter referred to as "Association") which shall, pursuant to the provision of the aforementioned Master Deed, constitute the incorporated St. Andrews Common Owners' Association.

Section 3. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 4. PERSONAL APPLICATION. All present or future co-owners, tenants, future tenants, or their employees, or any other person who 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 as they may be amended from time to time. The mere acquisition or rental of any of the Dwelling Apartments (hereinafter usually referred to as "Apartments") 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, the provisions of that certain Declaration of Rights, Restrictions, Conditions, etc. of Greenwood Development Corporation recorded in Deed Book 314 at Page 505 in the Office of the Clerk of Court for

Beaufort County, South Carolina and any authorized recorded amendments to the foregoing Master Deed are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. ELIGIBILITY. Any person who acquires title to an Apartment in the Regime shall be a member of the Association. There shall be one membership for each Apartment owned. Transfer of Apartment ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Apartment ownership is vested in more than one person, then all of the persons so owning such Apartment shall agree upon the designation of one of the co-owners of such Apartment to act as a member of the Association. If Apartment ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation to act as a member of the Association.

Section 2. 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 3. MAJORITY OF CO-OWNERS. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners holding fifty-one (51%) percent or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed, and any authorized amendments thereto.

Section 4. QUORUM. Except as otherwise provided in Section 6 and elsewhere 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 5. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 6. MAJORITY VOTE. The vote of a majority of the apartment owners present at a meeting at which a quorum shall be present shall be binding upon all apartment owners for all purposes except where in the Master Deed or in these By-Laws, or by law, a higher percentage vote is required.

BETHEA, JORDAN & GRIFFIN, P.A.

ARTICLE III

ST. ANDREWS COMMON OWNERS' ASSOCIATION

Section 1. ASSOCIATION RESPONSIBILITIES. The co-owners of the Apartments will constitute the Association of Co-owners (hereinafter usually referred to as "Association") who will have the responsibility of administering the Property, electing the Board of Directors 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 Association shall require approval by a majority of co-owners.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be at such place, convenient to the co-owners, as may be designated by the Association.

Section 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held at the call of the President once a year during the month of April or at such other time as a majority of the co-owners may agree upon. At such meetings there shall be elected by ballot of the co-owners a Board of Directors 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 Association as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the co-owners as directed by resolution of the Board of Directors, at the request by a majority of the Directors, or upon a petition signed by a majority of co-owners and having been presented to the Secretary. A 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 except by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

Section 5. FIRST MEETING. The first meeting of the Association shall be held within one hundred twenty (120) days from the date that seventy-five (75%) percent of the Apartments in the Regime, or the first Phase thereof as defined in the Master Deed, have been conveyed by the Sponsor to individual co-owners.

Section 6. 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 fifteen (15), but not more than forty-five (45) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

BETHEA, JORDAN & GRIFFIN, P.A.

Section 7. ADJOURNED MEETING. If any meeting of the Association 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. Upon the reconvening of said meeting a quorum shall be constituted if co-owners holding at least 25% of the total value of the property in accordance with the percentages assigned in the Master Deed are present at said reconvened meeting.

Section 8. ORDER OF BUSINESS. The order of business at all Annual Meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of Minutes of Preceding Meeting.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Election of Inspectors of Election.
- (g) Election of Directors.
- (h) Unfinished Business.
- (i) New Business.

The order of business at a Special Meeting of the Association 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 DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as the "Board") comprised of five (5) persons. Until succeeded by the Board Members elected by the Apartment Owners, Members of the Board of Directors need not be Apartment Owners. So long as the Sponsor (as defined in the Master Deed) owns one or more Apartments, the Sponsor shall be entitled to elect at least one member of the Board of Directors, who need not be an Apartment Owner. After the Sponsor has conveyed all Apartments and is no longer entitled to elect one member of the Board of Directors, all Board Members shall be Apartment Owners.

Section 2. GENERAL POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of the affairs of the Association 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 Association or individual co-owners.

Section 3. OTHER POWERS AND DUTIES. In addition to duties imposed by these By-Laws, or by resolutions of the Association, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and any amendments thereto and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the Common Elements.
- (c) Collection, at the time of the closing of the sale of each Apartment, at least two (2) month's estimated common expense assessments for the purpose of establishing a working capital fund for the Association. These funds shall be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Apartment shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Apartment in each Phase of the Regime.
- (d) Establishment of the annual budget. The budget shall be distributed by the Board to all members of the Association at least thirty (30) days in advance of its effective date and at least thirty (30) days in advance of the Association's Annual Meeting. Notwithstanding the responsibilities and authority of the Board, the budget may be modified by the Association at the Annual Meeting or a Special Meeting of the Association by a two-thirds (2/3) vote of the co-owners present at such meeting, in person or by proxy.
- (e) As a part of the annual budget described in (d) above, establish and maintain on behalf of the Association an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the common elements.
- (f) Employment, dismissal and control of the personnel necessary for the maintenance and operation of the common elements.
- (g) Collection of all assessments and fees from the co-owners.
- (h) Performing repairs caused by any natural disaster or man-made damage from the reserve account and any special assessment, or causing the same to be done.
- (i) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done as set forth in ARTICLE VIII hereof.

- (j) Grant or relocate easements which are not inconsistent with the owners' full use and enjoyment of the common properties.
- (k) Making of repairs, additions and improvements to or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Directors shall not undertake any repair covered by the warranty without the consent of a majority of the Apartment Owners.
- (l) To make available, for inspection, upon request during normal working hours or under other reasonable circumstances, to Apartment Owners, the holders, insurers or guarantors of any first mortgage on any Apartment, current copies of the Master Deed, By-Laws, other Rules or Regulations pertaining to the Association, and the books, records and financial statements of the Association.

BETHEA, JORDAN & GRIFFIN, P.A.

Section 4. MANAGEMENT AGENT. The initial management agent shall be Property Administrators, Incorporated, an independent professional management company not affiliated with the Sponsor, whose contract extends for a period of one (1) year from the establishment of ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME. Thereafter, the Board may employ a management agent at the 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. Any such Management Contracts shall be for a reasonable term and shall contain reasonable provisions regarding the right of the Association to terminate said Contracts. Since an independent professional management company is being employed from the outset, and if at any time during the management of the Property by this or some other professional management entity any holders, insurers or guarantors of mortgages on Apartments within the Regime shall require that professional management of Regime/Association matters be maintained, and the Association is so advised in writing, any decision thereafter by the Association to establish self management by the Association shall require the prior consent of Apartment Owners holding sixty-seven (67%) percent of the votes in the Association and the approval of holders holding mortgages on Apartments within the Regime which have at least fifty-one (51%) percent of the votes of all Apartments in the Regime subject to holder mortgages.

Section 5. FIRST BOARD OF DIRECTORS. The first Board of Directors consisting of up to five (5) members shall be designated by the Sponsor. These appointments will be temporary and will continue only until the first annual meeting of the

Apartment Owners held pursuant to the provisions of these By-Laws. At the first Annual Meeting of the Association, the initial term of office for two (2) members of the Board shall be fixed at three (3) years. The term of office of two (2) members of the Board shall be fixed at two (2) years, and the term of office of one (1) 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. Any and all of said Board Members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the period in which the Sponsor's designees constitute a majority of the Board of Directors, the Board of Directors shall not enter into any contract having a term which extends beyond the term of the Management Agreement with Property Administrators, Incorporated.

Section 6. VACANCIES. Vacancies in the Board of Directors caused by reason other than the removal of a member of the Board by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they 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 Association.

Section 7. REMOVAL OF MEMBERS OF THE BOARD. At any annual or special meeting of the Association 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 Association shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if during the term of office, he shall cease to be an apartment owner (except as provided in Section 5 regarding Sponsor's appointee).

Section 8. ORGANIZATIONAL 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 Association, and no notice shall be necessary to the newly elected Board members in order to legally constitute such a 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 one (1) such meeting shall be held 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 (3) 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 the 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 (2) Board members.

Section 11. WAIVER OF NOTICE. Before or at any meeting of the Board, any member of the Board 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 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 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.

Section 14. COMPENSATION. No member of the Board of Administrators shall receive any compensation from the Regime for acting as such.

Section 15. LIABILITY OF THE BOARD OF DIRECTORS. The members of the Board of Directors shall not be liable to the Apartment Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Apartment Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible for the original Board of Directors, who are members of or employed by Greenwood Development Corporation, to contract with Greenwood Development Corporation and affiliated corporations without fear

of being charged with self-dealing. It is also intended that the liability of any Apartment Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors, shall be limited to such proportions of the total liability thereunder as his interest in the Common Elements bears to the interest of all Apartment Owners in the Common Elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent, or the manager, as the case may be, or the managing agent, or the manager, as the case may be, are acting only as agent for the Apartment Owners and shall have no personal liability thereunder (except as Apartment Owners), and that each Apartment Owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all Apartment Owners in the common elements.

ARTICLE V

OFFICERS

Section 1. DESIGNATION. The principal officers of the Association 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 Assistant Secretary, and such other officers as, in their judgment, may be necessary.

Section 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational 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. No officer shall continue to serve as such if, during his term of office, he shall cease to be an Apartment Owner.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association 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 or incorporated Association, 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, feel appropriate to assist in the conduct of the affairs of the Association.

Section 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties when 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 Association; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association 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 office of the Secretary and Treasurer.

ARTICLE VI

NOTICES

Section 1. DEFINITION. Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Directors, any manager or Apartment Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Directors, such manager or such Apartment Owners at such address as appears on the books of the Association. Notice shall be deemed given as of the date of mailing.

Section 2. SERVICE OF NOTICE-WAIVER. Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

OBLIGATIONS OF THE CO-OWNERS

Section 1. ASSESSMENTS FOR COMMON EXPENSES. All co-owners shall be obligated to pay the periodic assessments imposed by the Association to meet all Association common expenses, which shall include, among other things, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake and other hazards. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property and any authorized

additions thereto. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. No less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all Apartment Owners with a copy of the budget for the next fiscal year and shall likewise advise them of the amount of the common charges payable by each of them, respectively, as determined by the Board as aforesaid. Sponsor will be liable for the amount of any assessment against completed Apartments within the Association which have not been sold and Sponsor shall have all voting rights attendant to the ownership of said apartment until said Apartments are sold. Payment of the periodic assessment shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate.

The transfer of ownership of an individual Apartment within the Association shall carry with it the proportionate equity of that Apartment's ownership in the Association escrow or reserve account set aside to provide a contingency fund for the maintenance and repair of the Association Property.

Section 2. ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE. The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any Owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Apartment.

Section 3. RECORDS. The Manager or Board of Directors shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

Section 4. DEFAULT IN PAYMENT OF COMMON CHARGES. The Board shall take prompt action to collect any common charge due from any Apartment Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Apartment Owner in paying to the Board the common charges as determined by the Board, such Apartment Owner shall be obligated to pay a late charge of one and one-half (1 1/2%) percent of the delinquent amount per month on such

unpaid common charge from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Apartment Owner, or by foreclosure of the lien on such Apartment granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such lien, the provisions of Section 27-31-210, Code of Laws of South Carolina, 1976, as amended, shall be controlling.

Section 5. STATEMENT OF COMMON CHARGES. The Board shall, for a reasonable fee not to exceed Ten (\$10.00) Dollars, promptly provide any purchaser, Apartment Owner, encumbrancer or prospective encumbrancer of an Apartment so requesting the same in writing, with a written statement of all unpaid common charges due from the Owner of that Apartment and the purchaser's liability therefor shall be limited to the amount as set forth in the statement. Any encumbrancer holding a lien on an Apartment may pay any unpaid common charges payable with respect to such Apartment and upon such payment such encumbrancer shall have a lien on such apartment for the amounts paid of the same rank as the lien of his encumbrance. Any encumbrancer holding mortgages on more than five (5) Apartments within the Association shall be entitled, upon request, to receive a statement of account on the Apartments securing all of said Mortgages once each calendar year without any fee or charge.

Section 6. MAINTENANCE AND REPAIR.

(a) Each Co-owner must perform work within his own Apartment, which, if omitted, would affect the Property in its entirety or in a part belonging to another co-owner, 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 Apartments such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, interior doors, windows, lamps, and all other accessories belonging to the Apartment shall be at the expense of the co-owner.

(c) All maintenance, repair and replacement to the common elements as defined in the Master Deed, the painting and decorating of the exterior doors and exterior window sash and the washing of exterior glass shall be made by the Board or its agent and shall be charged to all the Apartment Owners as a common expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the Apartment Owner, in which such case the expense shall be charged to such Apartment Owner.

Section 7. WATER CHARGES AND SEWER RENTS. Water shall be supplied to all Apartments and the common elements through one or more meters and the Board shall, if practicable, pay as a common expense all charges for water consumed on the Property, including the Apartments, promptly after the bills for the same have been rendered. Sewer services shall be supplied by the utility company or district serving the area and may likewise, if practicable, be paid by the Board as a common expense.

Section 8. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each Apartment through a separate meter and each Apartment Owner shall be required to pay the bills for electricity consumed or used in his Apartment. The electricity serving the common elements shall be separately metered, and the Board shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

Section 9. USE OF APARTMENTS - INTERNAL OR EXTERNAL CHANGES

(a) All Apartments shall be utilized for residential purposes only. This shall expressly include the right of the Owner to rent such Apartments to others for residential purposes. Moreover, so long as any Apartments remain unsold by Sponsor, Sponsor or its agent shall be authorized to maintain a sale model within the Association for purposes of promoting the sale of Apartments.

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

(c) A co-owner shall make no changes or additions whatsoever to the exterior of the Apartment, any stairs, decks, patio or balconies appurtenant thereto, or to any of the limited common elements without prior written approval of the Board. The Board may also approve minor additions to landscaping and other exterior minor changes or additions of this nature which in its sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas. If any changes as described herein are approved by the Board, the co-owner requesting such change shall be totally financially responsible for the cost of such change and the incurred costs, if applicable, of the maintenance and repair of such change. The Board, through its agent, may include this additional maintenance cost in the periodic assessment for the Apartment in question.

Section 10. USE OF COMMON ELEMENTS. Except as authorized by Section 9(c) a co-owner shall not place or cause to be placed in the passages, parking areas, roads, or other common areas any furniture, packages or obstructions of any kind. Such areas shall be held in common for the enjoyment of the co-owners and shall be used for no other purpose than for normal transit through or use of them and for normal vehicular parking.

Section 11. RIGHT OF ENTRY.

(a) A co-owner shall grant the right of entry to the management agent or to any 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 such requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of emergency, the right of entry shall be immediate.

Section 12. RULES OF CONDUCT. In order to assure the peaceful and orderly use and enjoyment of the apartments and common elements of the Association, the co-owners may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common element constitutes two-thirds of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of persons on said property of the Association as it may deem necessary. Such Rules of Conduct, upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner by posting same with postage prepaid addressed to the owner at the last registered address of the owner and shall be binding upon all Apartment Owners and the occupants of Apartments in the Regime. The following shall constitute the initial Rules of Conduct for the Regime:

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

(b) No co-owner of the Property shall:

- (1) Post any advertisements or posters of any kind in or on the Property except as authorized by the Association;
- (2) Hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the Property;

- (3) Clean dust mops, rugs or similar objects from the windows or balconies by beating on the exterior part of the Property;
- (4) Throw trash or garbage outside the disposal installation provided for such purpose 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;
- (6) Maintain any pets which cause distress to co-owners through barking, biting, scratching or damaging of property.

(c) No Co-owner, resident, or lessee shall install wiring for electrical or telephone installations, television or radio antennae, air conditioning fixtures, or similar objects outside of his dwelling or which protrudes through the walls or the roof of his Dwelling Apartment except as authorized by the Board.

Section 13. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY APARTMENT OWNERS. The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Apartment in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement, including attorneys fees, and until such expense is recovered it shall be a lien upon said Apartment which lien shall be inferior to the lien of all prior Mortgages.

ARTICLE VIII

INSURANCE

The Board of Directors shall be required to obtain and maintain, as set forth below, in forms and amounts as hereinafter prescribed and which are also satisfactory to any mortgagee holding mortgages on five or more apartments, the following insurance, without prejudice of the right of the co-owner to obtain additional individual insurance at his own expense:

(1) Hazard Insurance. The Board of Directors shall insure the Property, as it may be constituted from time to time, against

loss or damage due to fire, windstorm, lightning, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Property as determined by an periodic appraisal of the Property for finance valuation purposes which the Board shall require to be conducted by a qualified appraiser not less frequently than every other year, or in the amount reasonably obtainable as it relates to the flood coverage. The Board of Directors shall have the authority also to insure against other hazards and risks as it may deem desirable for protection of the Property. All hazard insurance shall cover the entire Property, exclusive only of the contents and furnishings of the individual Apartments.

(a) All hazard insurance policies obtained by the Board of Directors shall designate the Board of Directors as the named insured as Insurance Trustee for the benefit of all the Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid jointly to the Board of Directors as Insurance Trustee under the provisions of this Master Deed and to any mortgagee holding mortgages on five or more apartments, it being understood and acknowledged that the distribution of such proceeds shall be controlled by the Horizontal Property Act and the provisions of this Master Deed.

(b) All hazard insurance policies obtained by the Board of Directors shall provide for the issuance of Certificates of Insurance to each Apartment Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the building within which the respective Apartment is located. If an Apartment is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

(c) If obtainable, all hazard insurance policies upon the Property shall include provisions waiving (i) any rights of the insurer to subrogation against the Association, its agents and employees, and against the individual Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Apartment Owner upon the contents and furnishings of their Apartments.

(d) Each Mortgagee of which the Board has notice as herein provided shall be entitled to receive upon request a copy of each appraisal as called for in paragraph 1 above. If any such Mortgagee disagrees with the values assigned to the units by such appraisal and presents an appraisal prepared at such Mortgagee's

expense showing higher values which has been performed by a qualified appraiser, then the Board shall cause a reappraisal to be made by a qualified appraiser approved by each of the appraisers who conducted the prior appraisals and the findings of the third appraiser shall be conclusive to determine such value for insurance purposes.

(e) Each hazard insurance policy shall contain a loss payee provision designating the interest of the various mortgagees as to the various Apartments within the Regime which are covered by the Master Policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice.

(2) Public Liability Insurance. The Board of Directors shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Apartment Owner and to liabilities of one Apartment Owner to another Apartment Owner.

(3) Workmen's Compensation Insurance. The Board of Directors, as necessary, shall obtain Workmen's Compensation Insurance to meet the requirements of law.

(4) Premiums. All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Apartment Owners through periodic assessment as herein provided.

(5) Adjustment. Each Apartment Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of such Apartment Owners.

(6) Insurance by Apartment Owners. Each Apartment Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wallcoverings, decorations, and furnishings within his own Apartment and the additions and improvements made by him to the Apartment. Each Apartment Owner shall also be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Apartment. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to

subrogation claims against the Association and against individual Apartment Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or pro-rata because of the master hazard policy.

(7) Substitution of Insurance Trustee. The Board of Directors, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board of Directors shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

ARTICLE IX

RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Property, the Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Property in accordance with the provisions of this ARTICLE IX. Reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the Property is destroyed or substantially damaged. If two-thirds or more of the Property is destroyed or substantially damaged reconstruction shall not be mandatory and unless reconstruction is unanimously agreed upon by all Apartment Owners, the insurance indemnity received by the Board of Directors shall be distributed pro-rata to the Apartment Owners and their mortgagees jointly in proportion to their respective interests in Common Elements. The remaining portion of the Property shall be subject to an action for partition at the suit of any Apartment Owner or lienor as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rata among all Apartment Owners and their mortgagees jointly in proportion to their respective interests in the Common Elements. If less than two-thirds (2/3) of the Property is destroyed or substantially damaged, then such Property shall be repaired in the following manner:

(1) Any reconstruction or repair must follow substantially the original plans and specifications of the Property unless the Apartment Owners holding seventy-five percent (75%) or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Owners whose Apartments are being reconstructed or repaired unanimously consent to the adoption of such different plans and specifications. The approval of such plans by Greenwood Development Corporation as provided by the covenants set forth in Paragraph SEVENTEENTH of the Master Deed shall likewise be required.

(2) The Board of Directors shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board of Directors deems necessary.

(3) If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid as a special assessment by the Apartment Owners whose units are being reconstructed or repaired in proportion to the damage done to their respective Apartments.

(4) The insurance proceeds received by the Board of Directors and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board of Directors and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Apartment Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

ARTICLE X

INSURANCE TRUST

In the event of casualty loss to the Property, all insurance proceeds indemnifying the loss or damage shall be paid jointly to the Board of Directors as Insurance Trustee and to any mortgagee holding mortgages on five or more Apartments. The Board of Directors, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this ARTICLE X, and for the benefit of the Association, the Apartment Owners, and their respective mortgagees in the following share:

(1) Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interests in the Common Elements which are appurtenant to each of the Apartments.

(2) Insurance proceeds paid on account of loss or damage to less than all of the Apartments, when the damage is to be restored, shall be held for the benefit of Apartment Owners of the damaged Apartments and their respective Mortgagees in proportion to the costs of repairing each damaged Apartment.

(3) Insurance proceeds paid when the Property is not to be restored shall be held for the benefit of all Apartment Owners, and their respective Mortgagees the share of each being equal to the undivided share or interest in Common Elements appurtenant to the applicable Apartment.

(4) In the event a Certificate of Insurance has been issued to an Apartment Owner bearing a mortgagee endorsement, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds required by the loan documents to be paid jointly to the Apartment Owners and their respective mortgagees pursuant to the provisions of this Master Deed.

ARTICLE XI

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 Association shall maintain such information in a book entitled "Mortgages on Apartments."

Section 2. NOTICE TO MORTGAGEE. The Board shall give reasonable advance written notice of the following events to all mortgagees of which it has notice or from which it receives a written request (the term "mortgagee" to include the holder, insurer or guarantor with respect to any such mortgage). Such written request must identify the name and address of the holder, insurer or guarantor and the Apartment number and address:

- (a) Any change in the condominium documents;
- (b) Any unpaid assessments due the Association from the co-owner(s) (mortgagor(s)) of the Apartment;
- (c) Any default by the co-owner (mortgagor) of an Apartment in the performance of such co-owners' obligations under the Master Deed and associated condominium documents when such default is not cured within sixty (60) days.
- (d) Any notice of special or annual meetings of the Association.
- (e) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Apartment on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

- (f) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (g) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in these By-Laws or in the Master Deed.
- (h) Any proposed change from professional management of the Property to self management of the Property by the Association.

Section 3. STATEMENTS TO MORTGAGEE. Upon written request to the Association from any Mortgagee of which it has notice as herein provided, the Board, Manager or Management Agent shall supply such Mortgagee with a reasonably current financial statement of the Association within a reasonable time of such request. Moreover, if no audited current financial statements are available, the holders of fifty-one (51%) percent or more of first mortgages shall be entitled to have such an audited statement prepared at their expense.

ARTICLE XII

RESTRICTIONS UPON LEASES OF UNITS

Section 1. LEASES. No Apartment Owner may lease his Apartment or any interest therein except by complying with the provisions of Section 2 of this Article.

Section 2. PROVISIONS IN LEASE. Any lease of any Apartment within the Association shall be for a use consistent with the use provisions of these By-Laws and shall provide that the terms and conditions of the Master Deed and all exhibits shall be complied with by the tenant and that the Association shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of said lease, or failure by the tenant to perform an obligation in the Master Deed, By-Laws or Rules and Regulations.

ARTICLE XIII

AMENDMENTS

Section 1. REQUIREMENTS FOR AMENDMENTS. Except as provided in the Master Deed for an amendment or amendments to admit further Phases to the Regime, if appropriate, and except where a greater percentage is expressly required, either herein, in the Master Deed or by the Horizontal Property Act, these By-Laws or the Master Deed to which it is attached may be amended only with the consent of the Owners of Apartments to which at least sixty-seven (67%) percent of the votes in the Association

are allocated and the approval of eligible holders about which the Association has recieved written notice holding mortgages on Apartments which have at least fifty-one (51%) percent of the votes of Apartments subject to eligible holder mortgages, as it relates to modification of any material provisions of the said By-Laws and Master Deed, etc., which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common elements;
- d. Insurance or Fidelity Bonds;
- e. Rights to use of the common elements;
- f. Responsibility for maintenance and repair of the several portions of the Property;
- g. Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project except as expressly provided in the Master Deed;
- h. Boundaries of any Apartment;
- i. The interests in the general or limited common elements;
- j. Convertibility of units into common areas or of common areas into Apartments;
- k. Leasing of Apartments;
- l. Imposition of any additional or further right of first refusal or similar restriction on the right of an Apartment Owner to sell, transfer, or otherwise convey his or her Apartment;
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Apartments.

Notwithstanding the foregoing, so long as the Sponsor remains the Owner of more than one Apartment in this Regime, these By-Laws shall not be amended so as to adversely affect the Sponsor without the Sponsor's consent.

Section 2. MATERIALITY OF AMENDMENTS; MORTGAGEE APPROVAL PROCEDURE.

An addition or amendment to the By-Laws or Master Deed shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request and proof of mailing such request in affidavit form, together with an affidavit of non-receipt, shall be sufficient evidence of such approval.

ARTICLE XIV

MISCELLANEOUS MATTERS

Section 1. GENDER; NUMBER. The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires, the use of the singular includes the plural.

Section 2. DEFINITIONS. The definitions contained in ARTICLE IV and elsewhere in the Master Deed also apply to these By-Laws.

Section 3. EXECUTION OF DOCUMENTS. The President or Vice President and Secretary or Assistant Secretary are responsible for preparing, executing, filing and recording amendments to the Master Deed and By-Laws, and shall be authorized to execute any other document which the Association may from time to time be required to execute.

Section 4. NOTICES. All notices required by these By-Laws shall be hand delivered or sent by mail to the Association at the address of the President; to Apartment Owners at the address of the Apartment or at such other address as may have been designated by such Apartment owner from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed or delivered, except notice of changes of address which shall be deemed to have been given when received.

Section 5. CAPTIONS. The captions contained in these By-Laws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision of the By-Laws.

Section 6. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

BETHEA, JORDAN & GRIFFIN, P.A.

Section 7. CONFLICT. These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of South Carolina, as amended. In the event of any conflict between these By-Laws and the provisions of such Statute or the Master Deed, the provisions of such Statute or the Master Deed, as the case may be, shall control.

Section 8. WAIVER. No restriction, condition, obligation, or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

BETHEA, JORDAN & GRIFFIN, P.A.

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1751	90,000		1.40	.94	.70
1752	90,000		1.40	.94	.70
1753	118,000		1.84	1.22	.92
1754	118,000		1.84	1.22	.92
1755	90,000		1.40	.94	.70
1756	90,000		1.40	.94	.70
1757	118,000		1.84	1.22	.92
1758	118,000		1.84	1.22	.92
1759	98,500		1.54	1.02	.77
1760	98,500		1.54	1.02	.77
1761	118,000		1.84	1.22	.92
1762	118,000		1.84	1.22	.92
1763	98,500		1.54	1.02	.77
1764	98,500		1.54	1.02	.77
1765	118,000		1.84	1.22	.92
1766	118,000		1.84	1.22	.92
1767	118,000		1.84	1.22	.92
1768	118,000		1.84	1.22	.92
1769	90,000		1.40	.94	.70
1770	90,000		1.40	.94	.70
1771	118,000		1.84	1.22	.92
1772	118,000		1.84	1.22	.92
1773	90,000		1.40	.94	.70
1774	90,000		1.40	.94	.70
1775	118,000		1.84	1.22	.92
1776	118,000		1.84	1.22	.92
1777	98,500		1.54	1.02	.77
1778	98,500		1.54	1.02	.77
1779	118,000		1.84	1.22	.92
1780	118,000		1.84	1.22	.92
1781	98,500		1.54	1.02	.77
1782	98,500		1.54	1.02	.77
<hr/>					
Phases I & II					
Totals	\$6,412,000		100%		
<hr/>					
1851	90,000			.94	.70
1852	90,000			.94	.70
1853	90,000			.94	.70
1854	90,000			.94	.70
1855	90,000			.94	.70
1856	90,000			.94	.70
1857	90,000			.94	.70
1858	90,000			.94	.70
1859	98,500			1.02	.77
1860	98,500			1.02	.77
1861	98,500			1.02	.77
1862	98,500			1.02	.77
1863	98,500			1.02	.77
1864	98,500			1.02	.77
1865	98,500			1.02	.77
1866	98,500			1.02	.77

EXHIBIT "J"

The percentage of undivided interest in the common elements appurtenant to each apartment in the St. Andrews Common Horizontal Property Regime (including Phase I; Phase I and Phase II, if applicable; and Phase I, Phase II and Phase III, if applicable; and Phase I, Phase II, Phase III and Phase IV, if applicable). It should be further noted that the Unit types and percentages reflected for Phase III and Phase IV are estimates and are subject to modification as provided in the Master Deed in the event that the Sponsor elects to include Phase III and/or Phase IV as a part of the St. Andrews Common Horizontal Property Regime. The actual percentage of undivided interest in the common elements applicable in the event of the inclusion of Phase III and/or Phase IV will be determined upon identification of Unit type, number and value of Phase III and/or Phase IV, if applicable.

BETHEA, JORDAN & GRIFFIN, P.A.

Villa Number	Value	Percentage Phase I only	Percentage For Phases I and II	Percentage For Phases I, II and III	Percentage for Phases I, II, III and IV
1651	90,000	2.98	1.40	.94	.70
1652	90,000	2.98	1.40	.94	.70
1653	90,000	2.98	1.40	.94	.70
1654	90,000	2.98	1.40	.94	.70
1655	90,000	2.98	1.40	.94	.70
1656	90,000	2.98	1.40	.94	.70
1657	90,000	2.98	1.40	.94	.70
1658	90,000	2.98	1.40	.94	.70
1659	98,500	3.27	1.54	1.02	.77
1660	98,500	3.27	1.54	1.02	.77
1661	98,500	3.27	1.54	1.02	.77
1662	98,500	3.27	1.54	1.02	.77
1663	98,500	3.27	1.54	1.02	.77
1664	98,500	3.27	1.54	1.02	.77
1665	98,500	3.27	1.54	1.02	.77
1666	98,500	3.27	1.54	1.02	.77
1667	90,000	2.98	1.40	.94	.70
1668	90,000	2.98	1.40	.94	.70
1669	90,000	2.98	1.40	.94	.70
1670	90,000	2.98	1.40	.94	.70
1671	90,000	2.98	1.40	.94	.70
1672	90,000	2.98	1.40	.94	.70
1673	90,000	2.98	1.40	.94	.70
1674	90,000	2.98	1.40	.94	.70
1675	98,500	3.27	1.54	1.02	.77
1676	98,500	3.27	1.54	1.02	.77
1677	98,500	3.27	1.54	1.02	.77
1678	98,500	3.27	1.54	1.02	.77
1679	98,500	3.27	1.54	1.02	.77
1680	98,500	3.27	1.54	1.02	.77
1681	98,500	3.27	1.54	1.02	.77
1682	98,500	3.27	1.54	1.02	.77
Phase I Totals	\$3,016,000	100%			

BETHEA, JORDAN & GRIFFIN, P.A

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I,II,III and IV</u>
1867	90,000			.94	.70
1868	90,000			.94	.70
1869	118,000			1.22	.92
1870	118,000			1.22	.92
1871	90,000			.94	.70
1872	90,000			.94	.70
1873	118,000			1.22	.92
1874	118,000			1.22	.92
1875	98,500			1.02	.77
1876	98,500			1.02	.77
1877	118,000			1.22	.92
1878	118,000			1.22	.92
1879	98,500			1.02	.77
1880	98,500			1.02	.77
1881	118,000			1.22	.92
1882	118,000			1.22	.92
Phases I,II,III					
Totals	\$9,618,000			100%	
1951	90,000				.70
1952	90,000				.70
1953	90,000				.70
1954	90,000				.70
1955	90,000				.70
1956	90,000				.70
1957	90,000				.70
1958	90,000				.70
1959	98,500				.77
1960	98,500				.77
1961	98,500				.77
1962	98,500				.77
1963	98,500				.77
1964	98,500				.77
1965	98,500				.77
1966	98,500				.77
1967	90,000				.70
1968	90,000				.70
1969	118,000				.92
1970	118,000				.92
1971	90,000				.70
1972	90,000				.70
1973	118,000				.92
1974	118,000				.92
1975	98,500				.77
1976	98,500				.77
1977	118,000				.92
1978	118,000				.92
1979	98,500				.77

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Villa Number	Value	Percentage Phase I only	Percentage For Phases I and II	Percentage For Phases I, II and III	Percentage for Phases I, II, III and IV
1980	98,500				.77
1981	118,000				.92
1982	118,000				.92
Phases I, II, III & IV Totals \$12,824,000					100%

NOTE: The total value of the property in Phase I only is \$3,016,000. The total value of the property in Phase I and Phase II combined is \$6,412,000. The total value of the property in Phase I, Phase II and Phase III (as estimated) combined is \$9,618,000. The total value of the property in Phase I, Phase II, Phase III and Phase IV (as estimated as to Phase III and Phase IV) combined is \$12,824,000.

BETHEA, JORDAN & GRIFFIN, P.A.

RECORDED THE 2nd DAY
OF November 19 81
IN BOOK 777 PAGE 1350
FEES \$
Mary A. Hay
AUDITOR, BEAUFORT COUNTY, S. C.

B J & L

FILED AT <u>10:00</u> O'CLOCK <u>A.M.</u>	BEAUFORT COUNTY S. C. OCT 23 1981	RECORDED IN BOOK <u>335</u> PAGE <u>169</u>
<u>Marian H. Fender, Dep.</u> CLERK OF COURT OF COMMON PLEAS		

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5591

Weston

BEAUFORT COUNTY SC - ROD
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FILE NUM 2002049547
RECORDING FEES 10.00
REC'D BY R WEBB RCPT# 62675
REC'D 07/30/2002 08:18:07 AM

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..... SPACE ABOVE RESERVED FOR RECORDING PURPOSES

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
AMENDMENT TO THE BY-LAWS
OF ST. ANDREWS COMMON
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT made effective this 25 day of July, 2002, by the Board of the Directors of St. Andrews Common Horizontal Property Regime, acting on behalf of the Association of Co-Owners of said Regime, which said Regime is an incorporated association existing and operating under the laws of the State of South Carolina.

WITNESSETH

WHEREAS, on or about the 5th day of October, 1981, Greenwood Development Corporation, a South Carolina Corporation, filed with the Clerk of Court for Beaufort County, South Carolina, its Master Deed Establishing Horizontal Property Regime said regime being established as St. Andrews Common Horizontal Property Regime pursuant to the Horizontal Property Act of South Carolina, the same being recorded on October 23, 1981, in Deed Book 335 at Page 169 and Plat Book 30 at Page 1; and

WHEREAS, on or about the 8th day January, 1982, Greenwood Development Corporation executed the First Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which First Amendment was recorded on February 12, 1982, in Deed Book 341 at Page 1489 and Plat Book 30 at Page 56; and

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WHEREAS, on or about the 22nd day of February, 1982, Greenwood Development Corporation executed the Second Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Second Amendment was recorded on March 11, 1982, in Deed Book 343 at Page 498 and in Plat Book 30 at Page 73; and

WHEREAS, on or about the 9th day March, 1982, Greenwood Development Corporation executed the Third Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Third Amendment was recorded on March 15, 1982, in Deed Book 343 at Page 956 and Plat Book 30 at Page 74; and

WHEREAS, on or about the 23rd day April, 1982, Greenwood Development Corporation executed the Fourth Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Fourth Amendment was recorded on April 27, 1982, in Deed Book 345 at Page 1876 and Plat Book 30 at Page 102; and

WHEREAS, the Master Deed at Article Twelfth provides that the administration of the Regime shall be in accordance with the provisions of the "By-Laws", the same being attached thereto as Exhibit I; and

WHEREAS, for purposes of this Amendment the said Master Deed and above-referenced Amendments to Master Deed shall collectively be referred to as "Master Deed"; and

WHEREAS, pursuant to Article XIII Amendments Section 1. Requirements for Amendments, of the By-Laws of the St. Andrews Common Horizontal Property Regime, the same may be amended only with the consent of the Owners of Apartments to which at least sixty-seven (67%) percent of the votes in the Association are allocated; and

WHEREAS, the Owners of Apartments representing at least sixty-seven (67%) percent of the votes in the Association based upon the percentage assigned to each Apartment as set forth in Exhibit J to the Master Deed desire to amend certain provisions of the said By-Laws vesting the Association of Co-Owners with the authority to approve a Co-Owner's changes or additions to the

exterior of an apartment, any stairs, decks, patios or balconies appurtenant thereto, or to any of the limited common elements; and

WHEREAS, the said Association of Co-Owners at a duly called and properly noticed meeting held on the 26th day of April, 2002, by an affirmative vote of the Owners of Apartments representing more than sixty-seven (67%) percent of the votes in the Association as shown on Exhibit J of the Master Deed, authorized and directed the Board of Administration to execute and have recorded an Amendment to the said By-Laws as it pertains to Article VII Obligations of the Co-Owners Section 9. Use of Apartments - Internal or External Changes, subsection (c) thereof; and

WHEREAS, the within Amendment was approved (or deemed to be approved) by eligible mortgage holders about which the Regime has received written notice holding mortgages on apartments which have at least fifty-one (51%) percent of the votes of apartments, subject to eligible holder mortgages.

NOW THEREFORE, the Association of Co-Owners by and through the Board of Directors of said Regime, hereby amends the By-Laws of the Regime by deleting in its entirety Article VII, Section 9(c) and by replacing Article VII, Section 9(c), as amended, so that said Section shall hereinafter provide as follows:

**"ARTICLE VII
OBLIGATIONS OF THE CO-OWNERS
Section 9. USE OF APARTMENTS - INTERNAL OR EXTERNAL CHANGES.**

(c) A co-owner shall make no changes or additions whatsoever to the exterior of the Apartment, any stairs, decks, patios or balconies appurtenant thereto, or to any of the limited common elements without the prior approval of the Owners of Apartments to which sixty-seven (67%) percent of the votes in the Association are allocated at a properly noticed and duly called special or annual meeting. Provided, however, the Board may approve minor additions to landscaping and other exterior minor changes or additions of this nature which in its sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas. If any changes as described herein are so approved by the Co-Owners, the co-owner requesting such changes shall be financially responsible for the cost of such change and the incurred costs, if applicable, of the maintenance and repair of such change. The Board, through its agent, may include this additional maintenance cost in the periodic assessment for the Apartment in question."

IN WITNESS WHEREOF, the Association of Co-Owners of St. Andrews Common Horizontal Property Regime, by its Board of Directors, has caused this Amendment to be executed effective the date and year first above written.

WITNESSES:

Kimberly C. Moore
Witness
W. W. J. N. S.
Witness

ST. ANDREWS COMMON HORIZONTAL
PROPERTY REGIME

By: [Signature]
Its: President
Attest: [Signature]
Its: Secretary

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PROBATE

Personally appeared before me, the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named President of Board of Directors for St. Andrews Common Horizontal Property Regime sign the within Amendment to the By-Laws of the St. Andrews Common Horizontal Property Regime and that the undersigned Notary Public witnessed whose signature appears above, witnessed the execution thereof.

SWORN to before me this 26
day of April, 2002.

[Signature]
Notary Public of South Carolina
My Commission Expires: _____

My Commission Expires November 14, 2008

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

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GREENWOOD DEVELOPMENT CORPORATION)
TO)

MASTER DEED ESTABLISHING
HORIZONTAL PROPERTY
REGIME

ST. ANDREWS COMMON)
HORIZONTAL PROPERTY REGIME)

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 5th day of October, in the year of our Lord One Thousand Nine Hundred and Eighty-One, Greenwood Development Corporation, a South Carolina Corporation, with its principal place of business in Greenwood, Greenwood County, South Carolina and with offices on Hilton Head Island, South Carolina, hereinafter referred to as "Sponsor", does hereby declare:

FIRST: LAND

That Sponsor is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 32 at Page 1.

SECOND: PROPERTY; REGIME

That Sponsor does hereby, by duly executing this Master Deed, submit the land referred to in Paragraph FIRST, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as St. Andrews Common Horizontal Property Regime (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina as it is now constituted and as it may from time to time be amended.

BETHEA JORDAN & GRIFFIN, P.A.

Original

1981

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ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME
MASTER DEED

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BETHEA, JORDAN & GRIFFIN, P.A.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

P. 171

GREENWOOD DEVELOPMENT CORPORATION)

TO)

MASTER DEED ESTABLISHING
HORIZONTAL PROPERTY
REGIME

ST. ANDREWS COMMON)
HORIZONTAL PROPERTY REGIME)

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 5th day of October, in the year of our Lord One Thousand Nine Hundred and Eighty-One, Greenwood Development Corporation, a South Carolina Corporation, with its principal place of business in Greenwood, Greenwood County, South Carolina and with offices on Hilton Head Island, South Carolina, hereinafter referred to as "Sponsor", does hereby declare:

FIRST: LAND

That Sponsor is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 34 at Page 1.

SECOND: PROPERTY; REGIME

That Sponsor does hereby, by duly executing this Master Deed, submit the land referred to in Paragraph FIRST, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal Property Act of South Carolina, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as St. Andrews Common Horizontal Property Regime (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina as it is now constituted and as it may from time to time be amended.

BETJEA, JORDAN & GRIFFIN, P.A.

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THIRD: IMPROVEMENTS

PL 172

That the improvements constructed on and forming a part of the Property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" hereto and made a part hereof which plot or site plan was prepared by Hussey, Gay & Bell, Consulting Engineers and which floor plans were prepared by Eugene R. Smith & Associates, A.I.A. Architects, Inc., architects duly licensed to practice in the State of South Carolina under Registration Certificate Number 1658. Attached to this Master Deed as Exhibit "D" is a certificate by said architect that the Apartments constructed on the Property were constructed in accordance with said plans.

FOURTH: APARTMENTS

That the Property includes eight (8) buildings containing thirty-two (32) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes only. The Apartments are capable of individual utilization on account of having their own exits to the common elements of the Property and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the Property, as hereinafter listed in this Master 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.

FIFTH: AREA COMPRISING PROPERTY

That the Property as originally constituted, has a total of 4.95 acres of which 14,425 square feet are occupied by Apartments and 201,195 square feet will constitute the remainder of the common elements.

SIXTH: APARTMENT TYPES AND BUILDINGS

That there are three (3) basic types of Apartments in the St. Andrews Common Horizontal Property Regime, those being 1 Bedroom, 1 Bedroom-Loft, and 2 Bedroom, these Apartments types being referred to as Type A, Type B and Type C respectively, and being more particularly described in Exhibit E attached hereto and made a part hereof. The Apartments in the property will be as follows:

In building 1, there will be two (2) Type A Apartments, and Two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1651, 1652, 1659, 1660.

In Building 2 there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1653, 1654, 1661, 1662.

BETHEA JORDAN & GRIFFIN, P.A.

In Building 3 there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1657, 1658, 1665 and 1666.

In Building 4, there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1655, 1656, 1663 and 1664.

In Building 5, there will be two (2) Type A Apartments, and two (2) type B Apartments numbered consecutively and usually referred to as Apartments 1673, 1674, 1681 and 1682.

In Building 6, there will be two (2) Type A Apartments, and two (2) type B Apartments numbered consecutively and usually referred to as Apartments 1667, 1668, 1675 and 1676.

In Building 7, there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1671, 1672, 1679 and 1680.

In Building 8, there will be two (2) Type A Apartments, and two (2) Type B Apartments numbered consecutively and usually referred to as Apartments 1669, 1670, 1677 and 1678.

The Buildings and Apartments for Phase II if applicable, and for Phase III, if applicable, and for Phase IV, if applicable, of the St. Andrews Common Horizontal Property Regime are as shown in Exhibit "F" attached hereto and made a part hereof. The Apartment types in Phase II and/or Phase III and/or Phase IV shall be as described in Exhibit "E" unless modified as herein provided.

SEVENTH: COMMON ELEMENTS

That the Common Elements of the Property will be as follows:

A. The General Common Elements are as follows:

(1) The Property excluding the limited common elements and the Apartments, and including, but not limited to the land on which the Apartments are constructed, the foundations, roofs, perimeter walls, walls and partitions separating units, load-bearing interior walls and partitions, slabs, concrete floors, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.

(2) Parking facilities located on the Property, which parking facilities consist of approximately 29,960 square feet, and are shown on the plat of the Property attached hereto and identified as Exhibit "B".

(3) All roads, walkways, paths, trees, shrubs, yards, (except such as are designated as limited common elements) gardens, etc.

(4) All installations outside of the Apartments for services such as power, light, natural gas, telephone, television, water and other similar utilities.

(5) All sewer, drainage and irrigation pipes, excluding those which are the property of the utility district or company.

(6) All other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property and in general all other devices or installations existing for common use.

(7) The Regime Recreational Parcel as shown on the plat of the Property attached as Exhibit "B".

B. The Limited Common Elements are as follows:

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

(2) All terraces, decks, patios and balconies immediately adjacent to each Apartment or to which each Apartment has direct access from the interior thereof as shown on the floor plans and plot plans identified as Exhibit "C" or on the plat identified as Exhibit "B".

EIGHTH: GENERAL PLAN OF DEVELOPMENT

The Sponsor has constructed the Property described herein (which shall sometimes be referred to as The Phase I property) and further intends to complete construction of Property contiguous to the property which is the subject of this Master Deed. The additional Property shall be referred to as Phase II, and, if applicable, Phase III and, if applicable, Phase IV, and is shown on the site plans of said property attached hereto and identified as part of Exhibit "C" whereon it is labeled as Phase II, Phase III and Phase IV. The Phase II, Phase III and Phase IV property, as and if applicable, is described in Exhibit "G" attached hereto and made a part hereof and said Phases are as shown on the plat attached hereto as Exhibit B.

(Phase II). With regard to the Phase II property herein referred to, Sponsor reserves the right, in the manner more particularly hereinafter set forth, to cause the Phase II Property to become an integral part of St. Andrews Common Horizontal Property Regime once an appropriate amendment to this Master Deed has been filed as hereinafter provided. Phase II

shall contain eight (8) Buildings, containing thirty-two (32) individual Apartments, all of which are more particularly described in Exhibit "E" attached hereto and made a part hereof. Each of said Apartments shall be constructed in accordance with the plot plan of Hussey, Gay & Bell, Consulting Engineers and the floor plans of Eugene R. Smith & Associates, A.I.A. Architects, Inc., Certificate Number 1658, which are attached hereto as Exhibit "C", these Apartments in Phase II being the same basic design and constructed of the same basic materials as the thirty-two (32) Apartments in the Phase I property covered initially by this Master Deed.

(Phase III). With regard to the Phase III property shown on the Exhibit "B" plot plan, Sponsor reserves in the manner more particularly hereinafter set forth, the right to construct up to thirty-two (32) Apartments of the same general type, architectural style, form, design and general valuation and constructed with the same basic materials and of the same basic quality as the buildings constructed on the Phase I and Phase II property herein referred to. Provided, however, nevertheless, the Phase III shall not be eligible for inclusion in the St. Andrews Common Horizontal Property Regime unless the herein described Phase II property has previously been incorporated into said Regime in the manner provided in this Master Deed.

(Phase IV). With regard to the Phase IV property shown on the Exhibit "B" plat, Sponsor reserves in the manner more particularly hereinafter set forth, the right to construct thirty-two (32) Apartments of the same general type, architectural style, form, design and general valuation and constructed with the same basic materials and of the same basic quality as the buildings constructed on the Phase I, Phase II and Phase III property herein referred to. Provided, however, nevertheless, the Phase IV shall not be eligible for inclusion in the St. Andrews Common Horizontal Property Regime unless the herein described Phase II and Phase III property have previously been incorporated into said Regime in the manner provided in this Master Deed.

NINTH: RESERVATION OF RIGHT OF SPONSOR FOR PHASE II AND PHASE III AND PHASE IV

Sponsor, its successors and assigns, hereby expressly reserves the right, to be exercised in its sole discretion, to submit the Phase II property, Phase III property and Phase IV property, or any one of them provided they are admitted in ascending numerical order, to the provision of this Master Deed and thereby cause the Phase II and/or Phase III and/or Phase IV property to become and forever be a part of St. Andrews Common Horizontal Property Regime in the same manner as if made a part thereof in every particular upon the initial execution and filing of this Master Deed. This right may be exercised by Sponsor, its successors, grantees and assigns only upon the execution by it or them of an amendment or amendments to this Master Deed substantially in the form of those set forth herein as Exhibits H-1

BETHEA JORDAN & GRIFFIN P.A.

and/or H-2 and/or H-3, which amendments shall be filed in the Office of the Clerk of Court for Beaufort County, South Carolina not later than September 30, 1982, with regard to the Phase II Property, September 30, 1983 with regard to the Phase III and September 30, 1984 with regard to the Phase IV property. Any such amendments shall conform to the various provisions and conditions precedent established in this Master Deed and shall expressly submit the Phase II, Phase III or Phase IV Property, as applicable, to all of the provisions of this Master Deed and the By-Laws of the St. Andrews Common Horizontal Property Regime, a copy of which By-Laws is attached hereto as Exhibit "I" and made a part hereof, as either or both may be amended between the date of said Master Deed and By-Laws, and the filing of said Amendment to this Master Deed to include the Phase II, Phase III or Phase IV Property. Upon the exercise, if any, of this right to include Phase II and Phase III and Phase IV as a part of this Regime, the provisions of this Master Deed and all exhibits hereto shall then be understood and construed as embracing the Phase I property (The basic "Property" herein defined) and the Phase II Property, if applicable, and the Phase III Property, if applicable, and the Phase IV Property, if applicable, as appropriate, together with all improvements then constructed thereon. Should this right of inclusion or annexation not be exercised within the time herein prescribed and in the manner herein prescribed, such right shall in all respects expire and be of no further force or effect.

TENTH: REVOCATION AND AMENDMENT

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 Apartments unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instrument; provided, however, that without the consent of the Apartment Owners or Mortgagees, the Sponsor, or its successors in title to all or any portion of Phase II, and/or Phase III and/or Phase IV Property, may at any time prior to the termination of the reservation of rights period specified in paragraph NINTH herein, amend this Master Deed in the manner set forth in Paragraph EIGHTH and NINTH so as to subject the Phase II and/or Phase III and/or Phase IV Property to the provisions of this Master Deed and the Horizontal Property Act of South Carolina so as to make the Phase II and/or Phase III and/or Phase IV Property an integral part of the St. Andrews Common Horizontal Property Regime. Any such amendment shall, when read in concert with this Master Deed, contain all of the particulars required by the said Horizontal Property Act of South Carolina as the same is now constituted or may hereafter be amended and from and after the recording of such amendment the St. Andrews Common Horizontal Property Regime shall include all of said Phase II and/or Phase III and/or Phase IV Property, as appropriate. The Phase II Apartments, Phase III Apartments and Phase IV Apartments are to

BETHEA, JORDAN & GRIFFIN P.A.

be as described in Paragraph EIGHTH and NINTH. The designation of each Apartment in Phase II, Phase III and Phase IV by Apartment type and its proportionate interest in the common elements is set forth in Exhibit "I", which exhibit is attached hereto and made a part hereof. If Sponsor elects to make the Phase II and/or Phase III and/or Phase IV Property a part of this Regime as herein provided, Sponsor shall cause to be prepared and made a part of the Amendment by which the Phase II and/or Phase III and/or Phase IV Property is incorporated into the St. Andrews Common Horizontal Property Regime a schedule designating apartment types, reflecting each Apartment's proportionate interest in the Common Elements, which schedule shall be similar in content and format to the Exhibit "J" schedule, prepared using the requirements and guidelines set forth in Paragraph EIGHTH and NINTH hereof. Upon the recordation of the Amendments to make the Phase II Property, if appropriate, and the Phase III Property, if appropriate, and the Phase IV Property, if appropriate, a part of the St. Andrews Common Horizontal Property Regime, the provisions regarding revocation and amendment set forth in this Paragraph TENTH shall have equal application thereto.

ELEVENTH: PERCENTAGE OF INTEREST OF APARTMENTS

The percentage of title and interest appurtenant to each Apartment and the Apartment owner's title and interest in the common elements (both general and limited) of the Property and the proportionate share in the profits and common monthly expenses as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners (hereinafter usually referred to as "Council") of the Regime is based on the proportionate value of each Apartment to the value of the total Property as set forth in Exhibit "J" attached hereto and made a part hereof. The proportionate representation for voting purpose and the percentage of the undivided interest in the common elements (both general and limited) provided in this paragraph and in Exhibit "J" shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in an amendment to this Master Deed duly recorded or except as provided in Paragraph EIGHTH, NINTH and TENTH herein with regard to the amendment of this Master Deed to admit the Phase II Apartments, and if appropriate, the Phase III Apartments and/or the Phase IV Apartments, into this Regime.

TWELFTH: ADMINISTRATION OF THE REGIME

That the administration of the Regime consisting as aforesaid of the Property described in Paragraphs FIRST and FIFTH of this Master Deed and the administration of the Phase II and Phase III, and Phase IV Property herein described, as and if appropriate, shall be in accordance with the provisions of the By-Laws which are incorporated herein, made a part hereof and are attached hereto as Exhibit "I".

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The use of the term "St. Andrews Common Owners' Association" as used in this Master Deed or in the By-Laws (hereinafter sometimes referred to as the "Association") shall have the same connotation as the term "Council of Co-Owners" as such latter term is used in The Horizontal Property Act of South Carolina. The use of the term "Board of Directors" when referring to the governing of the Association shall have the same connotation as the term "Board of Administration" is used in The Horizontal Property Act of South Carolina.

THIRTEENTH: HORIZONTAL PROPERTY REGIME CONSTITUTED

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

FOURTEENTH: SPONSOR SUBJECT TO MASTER DEED

That so long as the Sponsor owns one or more of the Apartments, the Sponsor shall be subject to the provisions of this Master Deed and the Exhibits attached hereto and the Sponsor 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.

FIFTEENTH: COMMON ELEMENTS NOT PARTITIONED

That the common elements shall remain undivided and no co-owner shall bring any action for partition and/or division except as provided in the By-Laws in case of destruction of two-thirds (2/3) or more of the Property and the Co-Owners decide not to reconstruct the Property.

SIXTEENTH: COMMON ELEMENTS NOT SEVERABLE FROM APARTMENTS

That the undivided interest in the common elements shall not be separated from the Apartment to which it appertains and shall be deemed conveyed or encumbered with the Apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SEVENTEENTH: PROVISIONS AND COVENANTS APPLICABLE TO APARTMENTS

That each co-owner shall comply with the provisions of this Master Deed and authorized amendments thereto, the Consolidated

BETHEA JORDAN & GRIFFIN P.A.

Multi-Family Residential Covenants of Greenwood Development Corporation, which covenants are recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 314 at Page 505, and as may be amended; and the By-Laws, Decisions and Resolutions of Association, Board of Directors or other representatives, as lawfully enacted from time to time, together with any lawfully adopted amendments thereto. The failure to comply with 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 Greenwood Development Corporation, its successors or assigns, as set forth in the aforesaid Declarations. The Apartments shall also be conveyed subject to the recorded plat and plans of the Property and amendments thereto.

EIGHTEENTH: TIME-SHARING/INTERVAL OWNERSHIP PROHIBITION

That the Sponsor herein subjects the St. Andrews Common Horizontal Property Regime to the further limitation and restriction that it shall be used and occupied for single-family dwelling units constructed as such within the multi-family residential areas of Palmetto Dunes Resort and such dwelling units constructed on said property shall not be utilized for purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended.

NINETEENTH: NON-USE NOT EXEMPTION OF LIABILITY FOR COMMON EXPENSES

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

TWENTIETH: ALL USERS OF PROPERTY SUBJECT TO MASTER DEED

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 Master Deed and any authorized amendments thereto, and that the mere acquisition or rental of any of the Apartments shall signify that the provisions of this Master Deed and any authorized amendment thereto are accepted and ratified.

TWENTY-FIRST: ASSESSMENTS SUBORDINATE TO MORTGAGEE TAKING TITLE

That, where a mortgagee or other purchaser of an Apartment obtains title by reason of foreclosure or deed in lieu of fore-

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

TWENTY-SECOND: INSURANCE

The Board of Directors of the St. Andrews Common Owners' Association shall be required to obtain and maintain those types and forms of insurance as are required by ARTICLE VIII of the By-Laws as set forth in Exhibit "H" attached hereto and made a part hereof.

TWENTY-THIRD: RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Property, the provisions of ARTICLE IX of the Exhibit "H" of the By-Laws shall govern all matters pertaining to reconstruction and repair.

TWENTY-FOURTH: CONDEMNATION

In the event of a condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the common areas resulting from a partial condemnation of such a Project may be effected without the prior approval of the Apartment Owners and the eligible holders holding mortgages on all remaining Apartments, whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Apartments subject to eligible holder mortgages.

The Association shall represent the Apartment Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each Apartment Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee, for the use and benefit of the Apartment Owners and their mortgagees as their interests may appear.

TWENTY-FIFTH: EASEMENT FOR ENCROACHMENT

If any portion of the common elements now encroaches upon any Apartment or if any Apartment now encroaches upon any other Apartment or upon any portion of the common elements, or if any such encroachment shall occur hereafter as a result of (A) settling of the building, (B) alteration or repair to the common elements made by or with consent of the Board of Directors, or (C) as a result of repair or restoration of the building or any

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Apartment damaged by fire or other casualty, or (D) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building or buildings stand.

TWENTY-SIXTH: OTHER REGIME EASEMENTS

Each Apartment Owner shall have an easement in common with the Owners of all other Apartments to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements, if any, located in any of the other Apartments and serving his Apartment. Each Apartment shall be subject to an easement in favor of the Owners of all other Apartments to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements serving such other Apartments and located in such Apartment. The Board of Directors shall have the right of access to each Apartment to inspect the same to remove violations therefrom and to maintain, repair or replace common elements contained therein or elsewhere in the building or buildings.

TWENTY-SEVENTH: SEVERABILITY

The provisions thereof shall be deemed independent and severable and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of the Master Deed and the By-Laws or any authorized amendment thereto shall not impair or affect in any manner the validity or enforceability of the remaining portions thereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included therein.

TWENTY-EIGHTH: NON-WAIVER

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

TWENTY-NINETH: GENDER AND NUMBER

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

THIRTIETH: APPLICABLE LAW

This Master Deed is set forth to comply with the requirements of the Horizontal Property Act of South Carolina as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

THIRTY-FIRST: CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

THIRTY-SECOND: EXHIBITS

All exhibits to this Master Deed shall be an integral part of this instrument.

IN WITNESS WHEREOF, John W. Davis and Wayne Q. Justesen, Jr. have executed this Master Deed, as Senior Vice President and Asst. Secretary respectively, of Greenwood Development Corporation, and the appropriate corporate seal affixed hereto this 5th day of October in the year of Our Lord One Thousand Nine Hundred and Eighty-one and in the Two Hundred and Sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT
CORPORATION (SEAL)

Mamie W. Nicholson

By: Sr. Vice President

Nada B. Banes

Attest: Wayne Q. Justesen, Jr.
Assistant Secretary

STATE OF SOUTH CAROLINA)
GREENWOOD)
COUNTY OF ~~DECATUR~~)

PROBATE

PERSONALLY appeared before me Mamie W. Nicholson, who, on oath, says, that s/he saw the within named GREENWOOD DEVELOPMENT CORPORATION, by John W. Davis, its Sr. V. Pres., sign the within Master Deed, and Wayne Q. Justesen, Jr., its Assistant Secretary, attest the same, and that said Corporation by said officers, seal said Deed, and as its act and deed, deliver the same and that s/he with Nada B. Banes, witnessed the execution thereof.

Mamie W. Nicholson

SWORN to before me this 5th
day of October, 1981

Nada B. Banes (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-12-89.

MEMORANDUM

MENAIR
ATTORNEYS

Cary S. Griffin

cgriffin@mcnair.net
T(843) 785-2171
F(843) 686-5891

TO: Rusty Hildebrand
FROM: Cary S. Griffin
DATE: March 2, 2009
CLIENT/MATTER: 100060-00114
RE: Easement Agreement with St. Andrews Common

I've enclosed a copy of the Easement Agreement with St. Andrews Common that has now been recorded on January 14 in Book 2799, at Page 2266. I'll retain the original in our file here. You may want to send a copy of this to the St. Andrews Common Regime.

I am also in the process of recording the Greenwood Easement.

Best wishes.

CSG:cbk
c: Broad Creek PSD Commissioners

CSG:cbk

McNair Law Firm, P. A.
23-B Shelter Cove, Suite 400
Hilton Head Island, SC 29928

Mailing Address
Post Office Drawer 3

TONHEAD-#694797-vj
1800990004

CHARLESTON

CHARLOTTE

COLUMBIA

GEORGETOWN

GREENVILLE

HILTON

BEAUFORT COUNTY SC - ROD
BK 02799 PGS 2266-2270
FILE NUM 2009002603
01/14/2009 12:47:17 PM
REC'D BY A JONES RCPT# 572758
RECORDING FEES 11.00

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A NEW
McLair
2352

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made by and between **ST. ANDREWS COMMON OWNERS' ASSOCIATION, ON BEHALF OF THE ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME**, c/o Property Administrators, Inc. 307 WatersEdge, Hilton Head Island, South Carolina 29928 (hereinafter referred to as "Regime") and **BROAD CREEK PUBLIC SERVICE DISTRICT**, a special purpose District duly chartered and existing under the laws of the State of South Carolina, Post Office Box 5878, Hilton Head Island, South Carolina 29938 (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District owns and operates a water supply and sewage collection, disposal and treatment system pursuant to the authority granted in its Enabling Legislation; and

WHEREAS, the Regime is located within the Broad Creek Public Service District and a portion of the Regime property includes a ten (10") inch force main to be utilized by the District for purposes of the sanitary sewer system is to be constructed and located within certain utility easement areas extended from, and adjacent to, existing utility easements; and

WHEREAS, the Regime and the District desire to confirm certain details and conditions relating to the location of this force main and respective rights of parties regarding the easement area.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME** for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid and before the sealing of these presents, by **BROAD CREEK PUBLIC SERVICE DISTRICT**, in the State aforesaid, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the District, its successors and assigns forever, the following non-exclusive and perpetual easement, upon the terms and conditions stated herein:

EASEMENT

A 0.036 acre utility easement and a 0.017 acre utility easement for utility purposes located on a small portion of the property generally known as the "St. Andrews Common Horizontal Property Regime, Palmetto Dunes Resort, Hilton Head Island, South Carolina" and which easement areas are shown and depicted as "Required Utility Easement 0.036 Acre" and "Required Utility Easement 0.017 Acre" on the exhibit entitled, "Exhibit to Easement through St. Andrews Common Horizontal Property Regime, Phase 1, Fairway Nos. 15 & 16, Fazio

Golf Course, being lands of Greenwood Development Corporation, Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina" said Exhibit being dated August 12, 2008, prepared by Hussey, Gay, Bell & DeYoung, Inc., James M. Sims, S.C. Reg. L.S. #13169, attached hereto as Exhibit A. Said easement areas are more fully described with reference to metes and bounds, courses and distances, as follows:

0.036 Acre Easement

Beginning at the westernmost point of the intersection of the existing 20-foot utility easement as shown in Plat Book 24, at Page 10, Beaufort County Records, and the new utility easement area proceeding from said point N 48° 19' 30" E for 20 feet; thence S 41° 44' 47" E for 36.02 feet; thence N 66° 19' 40" E for 164.26 feet; thence S 60° 31' 28" E for 6.25 feet; thence S 66° 19' 40" W for 187.41 feet; thence N 41° 44' 47" W for a distance of 34.78 feet to the point which marks the Point of Beginning.

0.017 Acre Easement

To find the Point of Beginning, proceed from the Point of Commencing S 66° 19' 40" W for a distance of 83.98 feet to a point shown as Point of Beginning; from said Point of Beginning, proceed S 66° 19' 40" W for 111.43 feet; thence N 60° 32' 57" W for 11.30 feet; thence N 61° 08' 32" E for 6.91 feet; thence N 69° 48' 10" E for 105.66 feet; thence S 84° 35' 20" E for 6.70 feet to the Point of Beginning.

In case of conflict, if any, between the aforementioned courses and distances description and the aforementioned Exhibit A, said Exhibit A shall be controlling.

The easements are located at the southernmost portion of what was originally Phase 1 of the St. Andrews Common Horizontal Property Regime as it intersects with the common property line with Greenwood Development Corporation and the George Fazio Golf Course. The easement areas are a portion of what would be considered common elements all as described in the Master Deed of St. Andrews Common Horizontal Property Regime dated October 5, 1981, and recorded in the Land Records of Beaufort County in Deed Book 335, at Page 169 on October 23, 1981, as subsequently amended.

TERMS AND CONDITIONS

(a) The District may use the easement property only for purposes of the operation of the water and sewer service. The District's permitted use of the property shall also include the non-exclusive right to reasonable access to the property for the purposes of construction, maintenance, repair and replacement of any existing or future water and sewer system infrastructure located thereon. The District shall also have the right of reasonable access for the purpose of the testing and inspecting which shall include surface and subsurface tests and inspections.

- (b) District agrees to use all reasonable efforts, during construction, and subsequent maintenance, to minimize any disruption of the adjacent Villas within the Regime.
- (c) The Regime hereby reserves the right to change the location of the within utility easement area, from time to time, but solely at the expense of Regime.
- (d) Any use of the easement area by Regime, or its successors-in-title, shall be subject to the express condition that such use not interfere with the use of the easement area by the District in the operation of its water and sewer systems.
- (e) This Easement Agreement may only be modified, extinguished or terminated in a document expressly executed by the District and recorded in the Land Records for Beaufort County.
- (f) This Easement Agreement is binding upon, and shall benefit, the parties hereto and their successors and assigns. This Easement Agreement shall run with the land.
- (g) This Easement Agreement is subject to all applicable restrictions, covenants, easements, etc. applicable to the subject Property and of record in the Land Records for Beaufort County, South Carolina.

IN WITNESS WHEREOF, Regime has caused these presents to be executed in its name and its corporate seal affixed hereto in Hilton Head Island, South Carolina on the 7 day of October in the year of our Lord two thousand and eight and in the two hundred and thirty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Jan Jones
Ann Clark
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

REGIME:
ST. ANDREWS COMMON OWNERS'
ASSOCIATION, on behalf of the ST ANDREWS
COMMON HORIZONTAL PROPERTY REGIME

By: Robert Jones
Attest: Robert Moore

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Robert Jones and Ann Clark on behalf of the ST. ANDREWS COMMON OWNERS' ASSOCIATION on behalf of the ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME, personally appeared before me this day on behalf of the partnership and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7 day of October, 2008.

Kimberly C. Clark (SEAL)
Notary Public for South Carolina
My Commission Expires: 12/12/14

IN WITNESS WHEREOF, the BROAD CREEK PUBLIC SERVICE DISTRICT, acknowledges its acceptance of the real and personal property described herein in accordance with the terms and conditions set forth above, this 2nd day of December, 2008.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Margaret E. Anderson
[Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

DISTRICT:
BROAD CREEK PUBLIC SERVICE
DISTRICT

By: A.M. [Signature]
Its: General Manager

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Russell Hildebrand, as General Manager of BROAD CREEK PUBLIC SERVICE DISTRICT, personally appeared before me this day on behalf of the public service district and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 2nd day of December, 2008.

Lauren P. [Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: Commission Expires
February 26, 2011

HILTONHEAD-#683085-v2

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING STANDARDS MANUAL FOR THE PRACTICE AND SURVEYING IN SOUTH AFRICA AND MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS FOR A CLASS "A" SURVEY, AS SPECIFIED THEREIN.

JAMES H. SIMS
9.C. REG. L.S. 13166

C LMO = CONCRETE MONUMENT, OLD
 • IPN = 5/8" IRON PIN, NEW
 ANGULAR ERROR: 1" PER POINT
 ERROR OF CLOSURE: FIELD 124,962
 ERROR OF CLOSURE: PLAT 167,897
 EQUIPMENT USED: TOTAL STATION
 ADJUSTMENT METHOD: COMPASS RULE
 TOTAL AREA: 0.45 ACRE

EXHIBIT TO EASEMENT

THROUGH ST. ANDREWS COMMON HORIZONTAL PROPERTY
REGIME, PHASE 1 AND FAIRWAY NOS 15 & 16, FAZIO GOLF
COURSE, BEING LANDS OF GREENWOOD DEVELOPMENT
CORPORATION, PALMETTO DUNES RESORT, HILTON
HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

FOR
BROAD CREEK PUBLIC SERVICE DISTRICT

GRAPHIC SCALE

PLAT DATE: AUGUST 12, 2008
FIELD SURVEY DATE: JUNE 17, 2008

Exhibit A to Easement Agreement

[illegible]

A vicinity map showing the location of the site. The map is oriented with Highway 1 running vertically on the right side and Highway 271 running horizontally at the top. A road branches off Highway 1 to the left, leading to a rectangular building labeled 'SITE'. This road continues as 'ROAD' and then turns south, crossing 'SEA LAKE'. Further south, the road is labeled 'MAYNARD BOAT' and 'GUESS BOAT'. The map also shows 'SEA LAKE' and 'VICINITY MAP'.

EXHIBIT "H-1"

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

198

GREENWOOD DEVELOPMENT CORPORATION)
)
 TO)
)
 ST. ANDREWS COMMON HORIZONTAL)
 PROPERTY REGIME)
)

FIRST AMENDMENT TO MASTER
 DEED OF ST. ANDREWS COMMON
 HORIZONTAL PROPERTY
 REGIME

WHEREAS, on the 5th day of October, 1981, Greenwood Development Corporation, hereinafter referred to as "Sponsor", executed a certain Master Deed establishing the St. Andrews Common Horizontal Property Regime, which Master Deed was recorded on the 23 day of October, 1981, in Deed Book 33 at Page 167 and in Plat Book 30 at Page 1 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Sponsor, its successors, grantees or assigns, that said project could be divided into one, two, three or four phases, Phase I being activated by aforementioned Master Deed with the provision that Phase II and/or Phase III and/or Phase IV of said property could be made a part of the St. Andrews Common Horizontal Property Regime at the election of the Sponsor and upon the filing of Amendments submitting said property to said Regime;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation with its principal offices in Greenwood, South Carolina, and with offices on Hilton Head Island, South Carolina hereinafter referred to as "Sponsor", does hereby declare:

FIRST:

That Sponsor does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 33 at Page 167, at sec., to amend said Master Deed to include the Phase II property more particularly described and set forth in Exhibit "A" hereto as a part of the St. Andrews Common Horizontal Property Regime in such a way that the said St.

Andrews Common Horizontal Property Regime shall be composed of the properties formerly designated as Phase I and Phase II. Effective upon the filing of this Amendment, the property included in the St. Andrews Common Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes both the Phase I and Phase II properties.

SECOND:

That Sponsor is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 1.

THIRD:

That Sponsor does hereby, by duly executing this Amendment to the Master Deed of the St. Andrews Common Horizontal Property Regime, submit the land referred to in Paragraph SECOND, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed for the St. Andrews Common Horizontal Property Regime and the provisions of the Horizontal Property Act of the State of South Carolina, and does hereby state that it proposes to make the property a part of the St. Andrews Common Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH:

That the improvements constructed on and forming a part of the Property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" attached hereto and made a part of the Master Deed of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 535 at Page 161 and Plat Book 30 at Page 1, which plans are incorporated into and made a part of this Amendment in the same manner as if expressly appearing herein. Said plans are certified by Eugene R. Smith & Associates, A.I.A. Architects, Inc., an architect duly licensed to practice in the State of South Carolina under Registration Number 1658, and attached to this Amendment as Exhibit "D" is a certificate by said architect that the buildings constructed on the property, and specifically the buildings added to the Regime by this Amendment were constructed in accordance with said plans.

FIFTH:

That the property within Phase II which is being added to and combined with the Phase I property of St. Andrews Common Horizontal Property Regime includes eight (8) buildings containing thirty-two (32) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are capable of individual utilization on account of having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed to said Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 118 at Page 167 et seq., and as hereinafter set forth, 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.

SIXTH:

That the Property comprising Phase II and being hereby added to the Property of the St. Andrews Common Horizontal Property Regime has a total of _____ acres, of which _____ square feet will constitute and be occupied by Apartments and a total of _____ square feet will constitute the remainder of the common elements.

SEVENTH:

That the total property of the St. Andrews Common Horizontal Property Regime, subsequent to the filing of this Amendment and including both the Phase I and Phase II property, has a total of _____ acres of which _____ square feet will constitute Apartments and _____ feet will constitute the remainder of the common elements.

EIGHTH:

There are three (3) basic types of Apartments in the St. Andrews Common Horizontal Property Regime, (including Phase I and Phase II) those being as set forth and more particularly described in Exhibit "E" to the Master Deed for said Regime which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, said Exhibit "E" being recorded in Deed Book _____ at Page _____, et seq. the contents and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment. The Apartments in the Phase I property of the St. Andrews Common Horizontal Property Regime are likewise set forth in Exhibit "E" of the aforementioned Master Deed and recorded in Deed Book _____ at Page _____. The Apartments in the Phase II property of the St. Andrews Common Horizontal Property

BETHEA JORDAN & GRIFFIN P.A.

Regime are set forth as Exhibit "E" in the aforementioned Master Deed establishing said Regime which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., the content and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment.

NINTH:

That the Common Elements of the property, both General and Limited, and including Phase I and Phase II property, shall be as set forth in the Master Deed establishing the St. Andrews Common Horizontal Property Regime, as amended, which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

The parking facilities within the General Common Elements shall consist of approximately _____ square feet in the Phase I property, and _____ square feet in the Phase II property, with a total of _____ square feet of parking in the Regime subsequent to the execution and recording of this Amendment.

The Limited Common Elements referred to in the Master Deed to the St. Andrews Common Horizontal Property Regime are as shown on the plot plan and floor plans recorded in Plat Book _____ at Page _____ which is Exhibit "C" to the Master Deed.

TENTH:

The percentage of title and interest appurtenant to each Apartment and the Apartment Owner's title and interest in the common elements (both General and Limited) of the Property (both Phase I and Phase II) of the St. Andrews Common Horizontal Property Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the St. Andrews Common Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Apartment to the value of the total Property (both Phase I and Phase II) as set forth in Exhibit "J" to the Master Deed establishing said Regime, which Exhibit "J" is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, under the column entitled "Percentage for Phases I and Phase II," the provisions of which are incorporated herein and made a part hereof. Said percentages are likewise set forth in Exhibit "E" to this Amendment which is attached hereto and made a part hereof. The proportionate representation for voting purposes and the percentage of the

undivided interests in the common elements (both General and Limited) provided in this paragraph and in Exhibit "E" hereto shall not be altered without the acquiescence of the co-owners representing all of the apartments expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Sponsor in accordance with the reservations set forth in the Master Deed.

ELEVENTH:

The sole purpose of this Amendment being to add the Phase II property to the St. Andrews Common Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the St. Andrews Common Horizontal Property Regime as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION has caused these presents to be executed in its name by _____ its _____ and _____, its _____, and its corporate seal to be affixed hereto this _____ day of _____, in the year of Our Lord one thousand nine hundred eighty-one and in the two hundred and sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT
CORPORATION

By: _____

Attest: _____

BETHEA JORDAN & GRIFFIN, P.A.

STATE OF SOUTH CAROLINA)
COUNTY OF)

PROBATE

PERSONALLY appeared before me _____
who on oath, says that s/he saw the within named GREENWOOD
DEVELOPMENT CORPORATION by _____ its _____
_____, sign the within Amendment, and _____
its _____, attest the same and
the said Corporation, by said Officers, seal said Amendment, and
as its act and deed, deliver the same and that s/he with _____
_____ witnessed the execution thereof.

SWORN to before me this _____
_____ day of _____, 1981.

Notary Public for South Carolina (L.S.)
My Commission Expires: _____

BETHA JORDAN & GRIFFIN, P.A.

FIRST AMENDMENT TO MASTER DEED OF
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

INDEX OF EXHIBITS AND ATTACHMENTS

- Exhibit "A" - Description of Phase II Property.
- Exhibit "B" - Description of property within St. Andrews Common Horizontal Property Regime, including both Phase I, and Phase II property.
- Exhibit "C" - Plat (Survey) of land, showing Phase I, Phase II, etc.
- Exhibit "D" - Architect's/Engineer's Certificate for Phase I and Phase II
- Exhibit "E" - Percentage of common elements for St. Andrews Common Horizontal Property Regime (including Phase I and Phase II).

(Note: Exhibits will be prepared at the time of the activation and execution of the Amendments).

EXHIBIT "H-2"

C(31)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

GREENWOOD DEVELOPMENT CORPORATION)
)
)
TO)
)
ST. ANDREWS COMMON HORIZONTAL)
PROPERTY REGIME)
)

205

SECOND AMENDMENT
TO MASTER DEED OF
ST. ANDREWS COMMON
HORIZONTAL PROPERTY
REGIME

WHEREAS, on the 5th day of October, 1981, GREENWOOD DEVELOPMENT CORPORATION, hereinafter referred to as "Sponsor", executed a certain Master Deed establishing the St. Andrews Common Horizontal Property Regime, which Master Deed was recorded on the 23 day of October, 1981, in Deed Book 330 at Page 161 and in Plat Book 30 at Page 1 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Sponsor, its successors, grantees or assigns, that said project could be divided into one, two, three or four phases, Phase I being activated by aforementioned Master Deed with the provisions that Phase II and/or Phase III and/or Phase IV of said Property could be made a part of the St. Andrews Common Horizontal Property Regime at the election of the Sponsor and upon the filing of Amendments submitting said property so said Regime;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation with its principal offices in Greenwood, South Carolina, and with offices on Hilton Head Island, South Carolina hereinafter referred to as "Sponsor", does hereby declare:

FIRST:

That Sponsor does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 330 at Page 161, et seq., to amend said Master Deed to include the Phase III property more particularly described and set forth in Exhibit "A" hereto as a part of the St. Andrews

BETHEA JORDAN & GRIFFIN P.A.

Common Horizontal Property Regime in such a way that the said St. Andrews Common Horizontal Property Regime shall be composed of the properties formerly designated as Phase I, and Phase II, and Phase III. Effective upon the filing of this Amendment, the property included in the St. Andrews Common Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes the Phase I and Phase II and Phase III properties.

SECOND:

That Sponsor is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 1.

THIRD:

That Sponsor does hereby, by duly executing this Amendment to the Master Deed of the St. Andrews Common Horizontal Property Regime, submit the land referred to in Paragraph SECOND, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed for the St. Andrews Common Horizontal Property Regime and the provisions of the Horizontal Property Act of the State of South Carolina, and does hereby state that it proposes to make the property a part of the St. Andrews Common Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH:

That the improvements constructed on and forming a part of the property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" attached hereto and made a part of the Master Deed of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 167 at Page 167 and Plat Book 30 at Page 1, which plans are incorporated into and made a part of this Amendment in the same manner as if expressly appearing herein. Said plans are certified by Eugene R. Smith & Associates, A.I.A. Architects, Inc., an architect duly licensed to practice in the State of South Carolina under Registration Certificate Number 1658, and attached to this Amendment as Exhibit "D" is a certificate by said architect that the buildings constructed on the property, and specifically the buildings added to the Regime by this Amendment were constructed in accordance with said plans.

BETHEA JORDAN & GRIFFIN P.A.

FIFTH:

That the property within Phase III which is being added to and combined with the Phase I and Phase II property of St. Andrews Common Horizontal Property Regime includes eight (8) buildings containing thirty-two individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are capable of individual utilization on account of having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed to said Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., and as hereinafter set forth 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.

SIXTH:

That the Property comprising Phase III and being hereby added to the property of the St. Andrews Common Horizontal Property Regime has a total of _____ acres and _____ acres respectively of which _____ square feet will constitute and be occupied by Apartments and total _____ square feet will constitute the remainder of the common elements.

SEVENTH:

That the total property of the St. Andrews Common Horizontal Property Regime, subsequent to the filing of the Amendment and including the Phase I, and Phase II and Phase III property, has a total of _____ acres of which _____ square feet will constitute Apartments and _____ square feet will constitute the remainder of the common elements.

EIGHTH:

There are three (3) basic types of Apartments in the St. Andrews Common Horizontal Property Regime, (including Phase I, Phase II and Phase III) those being as set forth and more particularly described in Exhibit "E" to the Master Deed for said Regime which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, said Exhibit "E" being recorded in Deed Book _____ at Page _____, et seq., the contents and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment. The Apartments in the Phase I and Phase II property of the St. Andrews Common Horizontal Property Regime are likewise set forth in Exhibit "E" of the aforementioned Master Deed and recorded in Deed Book _____ at Page _____. The Apartments in the Phase III property of the

St. Andrews Common Horizontal Property Regime are set forth as Exhibit "E" in the aforementioned Master Deed establishing said Regime which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., the content and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment.

NINTH:

That the Common Elements of the property, both General and Limited, and including Phase I, Phase II and Phase III property, shall be as set forth in the Master Deed establishing the St. Andrews Common Horizontal Property Regime, as amended, which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

The parking facilities within the General Common Elements shall consist of approximately _____ square feet in the Phase I property, and _____ square feet in the Phase II property, and _____ square feet in the Phase III property, with a total of _____ square feet of parking in the Regime subsequent to the execution and recording of this Amendment.

The Limited Common Elements referred to in the Master Deed to the St. Andrews Common Horizontal Property Regime are as shown on the plot plan and floor plans recorded in Plat Book 30 at Page 1 which is Exhibit "C" to the Master Deed.

TENTH:

The percentage of title and interest appurtenant to each Apartment and the Apartment Owner's title and interest in the common elements (both General and Limited) of the Property (Phase I, Phase II and Phase III) of the St. Andrews Common Horizontal Property Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the St. Andrews Common Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Apartment to the value of the total Property (Phase I, Phase II and Phase III) as set forth in Exhibit "J" to the Master Deed establishing said Regime, which Exhibit "J" is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, under the column entitled "Percentages for Phases I, II and III", the provisions of which are incorporated herein and made a part hereof. Said percentages are likewise set forth in Exhibit "E" to this Amendment attached hereto and made a part hereof. The proportionate representation for voting purposes and the percentage of the undivided interests in the common elements (both General and Limited) provided in

BETHA JORDAN & GRIFFIN, P.A.

this paragraph and in Exhibit "E" hereto shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Sponsor in accordance with the reservations set forth in the Master Deed.

ELEVENTH:

The sole purpose of this Amendment being to add the Phase III property to the St. Andrews Common Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the St. Andrews Common Horizontal Property Regime and any previously recorded amendments as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provision of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION has caused these presents to be executed in its name by _____ and _____ its _____ and its corporate seal to be affixed hereto this _____ day of _____, in the year of Our Lord one thousand nine hundred eighty-one and in the two hundred and sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT
CORPORATION

By: _____

Attest: _____

BETHEA, JORDAN & GRIFFIN, P.A.

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

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PERSONALLY appeared before me
who on oath, says that s/he saw the within named GREENWOOD
DEVELOPMENT CORPORATION by _____ its
_____, sign the within Amendment, and
its
attest the same and the said Corporation, by said Officers,
seal said Amendment, and as its act and deed, deliver the
same and that s/he with _____
witnessed the execution thereof.

BETHEA JORDAN & GRIFFIN P.A.

SWORN to before me this
_____ day of _____, 1981.

(L.S.)

Notary Public for South Carolina
My Commission Expires: _____

SECOND AMENDMENT TO MASTER DEED OF
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

INDEX OF EXHIBITS AND ATTACHMENTS

- Exhibit "A" - Description of Phase III Property.
- Exhibit "B" - Description of property within St. Andrews Common Horizontal Property Regime, including Phase I, Phase II and Phase III Property.
- Exhibit "C" - Plat (Survey) of land, showing Phase I Phase II, Phase III etc.
- Exhibit "D" - Architect's/Engineer's Certificate regarding Phases I, II and III
- Exhibit "E" - Percentage of common elements for St. Andrews Horizontal Property Regime (including Phase I, Phase II and Phase III).

(Note: Exhibits will be prepared at the time of the activation and execution of the Amendment).

EXHIBIT "H-3"

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

GREENWOOD DEVELOPMENT CORPORATION)

212

TO)

THIRD AMENDMENT
 TO MASTER DEED OF
 ST. ANDREWS COMMON
 HORIZONTAL PROPERTY
 REGIME)

ST. ANDREWS COMMON HORIZONTAL
 PROPERTY REGIME)

BETHEA JORDAN & GRIFFIN P.A.

WHEREAS, on the 5th day of October, 1981, GREENWOOD DEVELOPMENT CORPORATION, hereinafter referred to as "Sponsor", executed a certain Master Deed establishing the St. Andrews Common Horizontal Property Regime, which Master Deed was recorded on the 23 day of October, 1981, in Deed Book 397 at Page 161 and in Plat Book 30 at Page 1 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, said Master Deed reserved the right at the sole option of the Sponsor, its successors, grantees or assigns, that said project could be divided into one, two, three or four phases, Phase I being activated by aforementioned Master Deed with the provisions that Phase II and/or Phase III and/or Phase IV of said Property could be made a part of the St. Andrews Common Horizontal Property Regime at the election of the Sponsor and upon the filing of Amendments submitting said property so said Regime;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation with its principal offices in Greenwood, South Carolina, and with offices on Hilton Head Island, South Carolina hereinafter referred to as "Sponsor", does hereby declare:

FIRST:

That Sponsor does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 397 at Page 161, et seq., to amend said Master Deed to include the Phase III property more particularly described and

set forth in Exhibit "A" hereto as a part of the St. Andrews Common Horizontal Property Regime in such a way that the said St. Andrews Common Horizontal Property Regime shall be composed of the properties formerly designated as Phase I, and Phase II, and Phase III and Phase IV. Effective upon the filing of this Amendment, the property included in the St. Andrews Common Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes the Phase I, Phase II, Phase III and Phase IV properties.

SECOND:

That Sponsor is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 30 at Page 1.

THIRD:

That Sponsor does hereby, by duly executing this Amendment to the Master Deed of the St. Andrews Common Horizontal Property Regime, submit the land referred to in Paragraph SECOND, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed for the St. Andrews Common Horizontal Property Regime and the provisions of the Horizontal Property Act of the State of South Carolina, and does hereby state that it proposes to make the property a part of the St. Andrews Common Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH:

That the improvements constructed on and forming a part of the property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" attached hereto and made a part of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, which plans are incorporated into and made a part of this Amendment in the same manner as if expressly appearing herein. Said plans are certified by Eugene R. Smith & Associates, A.I.A. Architects, Inc., an architect duly licensed to practice in the State of South Carolina under Registration Certificate Number 1653, and attached to this Amendment as Exhibit "D" is a certificate by said architect that the buildings constructed on the property, and specifically the buildings added to the Regime by this Amendment were constructed in accordance with said plans.

FIFTH:

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That the property within Phase IV which is being added to and combined with the Phase I and Phase II and Phase III property of St. Andrews Common Horizontal Property Regime includes eight (8) buildings containing thirty-two (32) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are capable of individual utilization on account of having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed to said Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., and as hereinafter set forth 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.

SIXTH:

That the Property comprising Phase IV and being hereby added to the property of the St. Andrews Common Horizontal Property Regime has a total of _____ acres and _____ acres respectively of which _____ square feet will constitute and be occupied by Apartments and total _____ square feet will constitute the remainder of the common elements.

SEVENTH:

That the total property of the St. Andrews Common Horizontal Property Regime, subsequent to the filing of the Amendment and including the Phase I, and Phase II and Phase III and Phase IV property, has a total of _____ acres of which _____ square feet will constitute Apartments and _____ square feet will constitute the remainder of the common elements.

EIGHTH:

There are three (3) basic types of Apartments in the St. Andrews Common Horizontal Property Regime, (including Phase I, Phase II, Phase III and Phase IV) those to be as set forth and more particularly described in Exhibit "D" to the Master Deed for said Regime which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, said Exhibit "E" being recorded in Deed Book _____ at Page _____, et seq., the contents and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment. The Apartments in the Phase I, Phase II and Phase III property of the St. Andrews Common Horizontal Property Regime are likewise set forth in Exhibit "E" of the aforementioned Master Deed and recorded in Deed Book _____ at Page _____. The Apartments in the Phase IV

BETHEA JORDAN & GRIFFIN P.A.

property of the St. Andrews Common Horizontal Property Regime are set forth as Exhibit "E" in the aforementioned Master Deed establishing said Regime which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., the content and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment.

NINTH:

That the Common Elements of the property, both General and Limited, and including Phase I, Phase II and Phase III property, shall be as set forth in the Master Deed establishing the St. Andrews Common Horizontal Property Regime, as amended, which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____, et seq., the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

The parking facilities within the General Common Elements shall consist of approximately _____ square feet in the Phase I property, and _____ square feet in the Phase II property, and _____ square feet in the Phase III property, and _____ square feet in the Phase IV property with a total of _____ square feet of parking in the Regime subsequent to the execution and recording of this Amendment.

The Limited Common Elements referred to in the Master Deed to the St. Andrews Common Horizontal Property Regime are as shown on the plot plan and floor plans recorded in Plat Book 30 at Page 1 which is Exhibit "C" to the Master Deed.

TENTH:

The percentage of title and interest appurtenant to each Apartment and the Apartment Owner's title and interest in the common elements (both General and Limited) of the Property (Phase I, Phase II, Phase III and Phase IV) of the St. Andrews Common Horizontal Property Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the St. Andrews Common Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each apartment to the value of the total Property (Phase I, Phase II, Phase III and Phase IV) as set forth in Exhibit "J" to the Master Deed establishing said Regime, which Exhibit "J" is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book _____ at Page _____ under the column entitled "Percentages for Phases I, II, III and IV" the provisions of which are incorporated herein and made a part hereof. Said percentages are likewise set forth in Exhibit "E" to this Amendment and are attached hereto and made a part hereof. The proportionate representation for voting purposes and the

percentage of the undivided interests in the common elements (both General and Limited) provided in this paragraph and in Exhibit "E" hereto shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Sponsor in accordance with the reservations set forth in the Master Deed.

ELEVENTH:

The sole purpose of this Amendment being to add the Phase IV property to the St. Andrews Common Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the St. Andrews Common Horizontal Property Regime and any previously recorded amendments as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provision of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

IN WITNESS WHEREOF, GREENWOOD DEVELOPMENT CORPORATION has caused these presents to be executed in its name by _____ its _____ and _____ its _____ and its corporate seal to be affixed hereto this _____ day of _____, in the year of Our Lord one thousand nine hundred eighty-one and in the two hundred and sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT
CORPORATION

By: _____

Attest: _____

BETJEA JORDAN & GRIFFIN, P.A.

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

- 217

PERSONALLY appeared before me _____
who on oath, says that s/he saw the within named GREENWOOD
DEVELOPMENT CORPORATION by _____ its _____
_____, sign the within Amendment, and _____
its _____, attest the same and
the said Corporation, by said Officers, seal said Amendment, and
as its act and deed, deliver the same and that s/he with _____
_____ witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 1981.

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

BETHEA JORDAN & GRIFFIN, P.A.

THIRD AMENDMENT TO MASTER DEED OF
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

INDEX OF EXHIBITS AND ATTACHMENTS

- Exhibit "A" - Description of Phase IV Property.
- Exhibit "B" - Description of property with the St. Andrews Horizontal Property Regime, including Phase I, Phase II, Phase III and Phase IV property.
- Exhibit "C" - Plat (Survey) of land, showing Phase I, Phase II, Phase III and Phase IV.
- Exhibit "D" - Architect's/Engineer's Certificate for Phases I, II, III and IV
- Exhibit "E": - Percentage of common elements for the St. Andrews Horizontal Property Regime (including Phase I, Phase II, Phase III and Phase IV).

(Note: Exhibits will be prepared at the time of the activation and execution of the Amendment).

EXHIBIT "E" TO SECOND AMENDMENT
TO MASTER DEED
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

The percentage of undivided interest in the common elements appurtenant to each apartment in the St. Andrews Common Horizontal Property Regime (including Phase I, Phase II, and Phase III).

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>
1651	90,000	2.98	1.40	.94
1652	90,000	2.98	1.40	.94
1653	90,000	2.98	1.40	.94
1654	90,000	2.98	1.40	.94
1655	90,000	2.98	1.40	.94
1656	90,000	2.98	1.40	.94
1657	90,000	2.98	1.40	.94
1658	90,000	2.98	1.40	.94
1659	98,500	3.27	1.54	1.02
1660	98,500	3.27	1.54	1.02
1661	98,500	3.27	1.54	1.02
1662	98,500	3.27	1.54	1.02
1663	98,500	3.27	1.54	1.02
1664	98,500	3.27	1.54	1.02
1665	98,500	3.27	1.54	1.02
1666	98,500	3.27	1.54	1.02
1667	90,000	2.98	1.40	.94
1668	90,000	2.98	1.40	.94
1669	90,000	2.98	1.40	.94
1670	90,000	2.98	1.40	.94
1671	90,000	2.98	1.40	.94
1672	90,000	2.98	1.40	.94
1673	90,000	2.98	1.40	.94
1674	90,000	2.98	1.40	.94
1675	98,500	3.27	1.54	1.02
1676	98,500	3.27	1.54	1.02
1677	98,500	3.27	1.54	1.02
1678	98,500	3.27	1.54	1.02
1679	98,500	3.27	1.54	1.02
1680	98,500	3.27	1.54	1.02
1681	98,500	3.27	1.54	1.02
1682	98,500	3.27	1.54	1.02
Phase I Totals	\$3,016,000	100%		

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

GREENWOOD DEVELOPMENT CORPORATION)

TO)

ST. ANDREWS COMMON HORIZONTAL
PROPERTY REGIME)THIRD AMENDMENT
TO MASTER DEED OF
ST. ANDREWS COMMON
HORIZONTAL PROPERTY
REGIME)

WHEREAS, on the 5th day of October, 1981, GREENWOOD DEVELOPMENT CORPORATION, hereinafter referred to as "Sponsor", executed a certain Master Deed establishing the St. Andrews Common Horizontal Property Regime, which Master Deed was recorded on the 23rd day of October, 1981, in Deed Book 335 at Page 163 and in Plat Book 30 at Page 1 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, on the 8th day of January, 1982, Greenwood Development Corporation executed the First Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which First Amendment was recorded on February 12, 1982, in Deed Book 341 at Page 1449 and Plat Book 30 at Page 56; and

WHEREAS, on the 22nd day of February, 1982, Greenwood Development Corporation executed the Second Amendment to Master Deed of St. Andrews Common Horizontal Property Regime which Second Amendment was recorded on March _____, 1982, in Deed Book _____ at Page _____ and Plat Book _____ at Page _____; and

WHEREAS, said Master Deed reserved the right at the sole option of the Sponsor, its successors, grantees or assigns, that said project could be divided into one, two, three or four phases, Phase I being activated by aforementioned Master Deed with the provisions that Phase II and/or Phase III and/or Phase IV of said Property could be made a part of the St. Andrews Common Horizontal Property Regime at the election of the Sponsor and upon the filing of Amendments submitting said property so said Regime;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Greenwood Development Corporation, a South Carolina Corporation with its principal offices in Greenwood, South Carolina, and with offices on Hilton Head Island, South Carolina hereinafter referred to as "Sponsor", does hereby declare:

FIRST:

That Sponsor does hereby elect to exercise and does hereby exercise the options and rights hereinabove referred to and more particularly set forth in the Master Deed of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 335 at Page 169, et seq., to amend said Master Deed to include the Phase IV property more particularly described and set forth in Exhibit "A" hereto as a part of the St. Andrews Common Horizontal Property Regime in such a way that the said St. Andrews Common Horizontal Property Regime shall be composed of the properties formerly designated as Phase I, and Phase II, and Phase III and Phase IV. Effective upon the filing of this Amendment, the property included in the St. Andrews Common Horizontal Property Regime shall be as described in Exhibit "B" hereto which description includes the Phase I, Phase II, Phase III and Phase IV properties.

SECOND:

That Sponsor is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book _____ at Page _____.

THIRD:

That Sponsor does hereby, by duly executing this Amendment to the Master Deed of the St. Andrews Common Horizontal Property Regime, submit the land referred to in Paragraph SECOND, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed for the St. Andrews Common Horizontal Property Regime and the provisions of the Horizontal Property Act of the State of South Carolina, and does hereby state that it proposes to make the property a part of the St. Andrews Common Horizontal Property Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of Horizontal Property Act of South Carolina.

FOURTH:

That the improvements constructed on and forming a part of the property are constructed in accordance with the plot plan and floor plans identified as Exhibit "C" attached hereto and made a part of the St. Andrews Common Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 169 and Plat Book 30 at Page 1, which plans are incorporated into and made a part of this Amendment in the same manner as if expressly appearing herein.

Said plans are certified by Eugene R. Smith & Associates, A.I.A. Architects, Inc., an architect duly licensed to practice in the State of South Carolina under Registration Certificate Number 1658, and attached to this Amendment as Exhibit "D" is a certificate by said architect that the buildings constructed on the property, and specifically the buildings added to the Regime by this Amendment were constructed in accordance with said plans.

FIFTH:

That the property within Phase IV which is being added to and combined with the Phase I and Phase II and Phase III property of St. Andrews Common Horizontal Property Regime includes eight (8) buildings containing thirty-two (32) individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are capable of individual utilization on account of having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the property, as set forth in the Master Deed to said Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 169, et seq., and as hereinafter set forth 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.

SIXTH:

That the Property comprising Phase IV and being hereby added to the property of the St. Andrews Common Horizontal Property Regime has a total of 2.59 acres of which 18,184 square feet will constitute and be occupied by Apartments and total 94,636 square feet will constitute the remainder of the common elements.

SEVENTH:

That the total property of the St. Andrews Common Horizontal Property Regime, subsequent to the filing of the Amendment and including the Phase I, and Phase II and Phase III and Phase IV and Recreational Parcel property, has a total of 13.7 acres of which 70,405 square feet will constitute Apartments and 526,392 square feet will constitute the remainder of the common elements.

EIGHTH:

There are three (3) basic types of Apartments in the St. Andrews Common Horizontal Property Regime, (including Phase I, Phase II, Phase III and Phase IV) those to be as set forth and more particularly described in Exhibit "D" to the Master Deed for said Regime which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book

335 at Page 169, said Exhibit "E" being recorded in Deed Book 335 at Page 189, et seq., the contents and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment. The Apartments in the Phase I, Phase II and Phase III property of the St. Andrews Common Horizontal Property Regime are likewise set forth in Exhibit "E" of the aforementioned Master Deed and recorded in Deed Book 335 at Page 189, et seq. The Apartments in the Phase IV property of the St. Andrews Common Horizontal Property Regime are set forth as Exhibit "E" in the aforementioned Master Deed establishing said Regime which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 189, et seq., the content and provisions of which are incorporated herein in the same manner as if the same were expressly set forth in this Amendment.

NINTH:

That the Common Elements of the property, both General and Limited, and including Phase I, Phase II, Phase III and Phase IV property, shall be as set forth in the Master Deed establishing the St. Andrews Common Horizontal Property Regime, as amended, which Master Deed is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 169, et seq., the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

The parking facilities within the General Common Elements shall consist of approximately 31,250 square feet in the Phase I property, and 23,232 square feet in the Phase II property, and 28,735 square feet in the Phase III property, and 12,800 square feet in the Phase IV property with a total of 96,017 square feet of parking in the Regime subsequent to the execution and recording of this Amendment.

The Limited Common Elements referred to in the Master Deed to the St. Andrews Common Horizontal Property Regime are as shown on the plot plan and floor plans recorded in Plat Book 30 at Page 1 which is Exhibit "C" to the Master Deed.

TENTH:

The percentage of title and interest appurtenant to each Apartment and the Apartment Owner's title and interest in the common elements (both General and Limited) of the Property (Phase I, Phase II, Phase III and Phase IV) of the St. Andrews Common Horizontal Property Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the St. Andrews Common Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each apartment to the value of the total Property (Phase I, Phase II, Phase III and Phase IV) as set forth in Exhibit "J"

to the Master Deed establishing said Regime, which Exhibit "J" is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 243, et seq., under the column entitled "Percentages for Phases I, II, III and IV" the provisions of which are incorporated herein and made a part hereof. Said percentages are likewise set forth in Exhibit "E" to this Amendment and are attached hereto and made a part hereof. The proportionate representation for voting purposes and the percentage of the undivided interests in the common elements (both General and Limited) provided in this paragraph and in Exhibit "E" hereto shall not be altered without the acquiescence of the co-owners representing all of the Apartments expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Sponsor in accordance with the reservations set forth in the Master Deed.

ELEVENTH:

The sole purpose of this Amendment being to add the Phase IV property to the St. Andrews Common Horizontal Property Regime so as to make it an integral part of said Regime, all provisions of the Master Deed establishing the St. Andrews Common Horizontal Property Regime and any previously recorded amendments as recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, which are not modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Horizontal Property Act of South Carolina. In case any of the provisions stated above conflict with the provisions of said statute, the provision of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

THIRD AMENDMENT TO MASTER DEED OF
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

INDEX OF EXHIBITS AND ATTACHMENTS

- Exhibit "A" - Description of Phase IV Property.
- Exhibit "B" - Description of property with the St. Andrews Horizontal Property Regime, including Phase I, Phase II, Phase III and Phase IV property.
- Exhibit "C" - Plat (Survey) of land, showing Phase I, Phase II, Phase III and Phase IV.
- Exhibit "D" - Architect's/Engineer's Certificate for Phase IV
- Exhibit "E" - Percentage of common elements for the St. Andrews Horizontal Property Regime (including Phase I, Phase II, Phase III and Phase IV).

EXHIBIT "A"
TO THIRD AMENDMENT TO MASTER DEED
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME
DESCRIPTION OF PHASE IV LAND AND EASEMENTS

All that certain piece, parcel or tract of land situate, lying and being in Palmetto Dunes on Hilton Head Island, Beaufort County, South Carolina, having and containing 2.59 acres, more or less, and being shown and described on a plat entitled "Survey of St. Andrews Common Horizontal Property Regime Phases I, II, III, IV & Recreation Area, Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina" which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey, S.C.P.E. & L.S. Registered No.2373, said plat being dated September 14, 1981, revised September 22, 1981, revised December 18, 1981, revised December 29, 1981, and revised February 17, 1982, and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book _____ at Page _____. Said property is more particularly described as follows, to-wit:

Commencing at a point marked by a concrete monument which marks the southeastern intersection of Queens Folly Road and U. S. Highway 278 and proceeding N88°51'30"E for a distance of 100.14 feet to a concrete monument; thence proceeding S47°27'E for a distance of 100.00 feet to a concrete monument; thence proceeding S23°48'30"E for a distance of 100.00 feet to a concrete monument; thence proceeding S13°39'40"E for a distance of 100.00 feet to a concrete monument; thence proceeding S3°24'10"E for a distance of 100.00 feet to a concrete monument; thence proceeding S2°53'W for a distance of 100.00 feet to a concrete monument; thence proceeding S5°44'20"W for a distance of 100.00 feet to a point; thence proceeding S6°39'10"E for a distance of 100.00 feet to a concrete monument; thence proceeding S15°33'10"E for a distance of 38.69 feet to a concrete monument which point is depicted as "Point A" on the above referenced plat.

Proceeding from said Point A S15°33'10"E for a distance of 61.31 feet to a concrete monument; thence S23°29'10"E for a distance of 100.00 feet to concrete monument; thence S33°33'20"E for a distance of 100.00 feet to a concrete monument; thence S44°19'20"E for a distance of 100.00 feet to a concrete monument; thence S49°27'20"E for a distance of 100.00 feet to a concrete monument; thence S62°21'40"E for a distance of 155.74

feet to a concrete monument; thence S68°14'E for a distance of 202.47 feet to a concrete monument; thence S66°19'40"W for a distance of 195.41 feet to a concrete monument; thence N60°30'20"W for a distance of 128.45 feet to a concrete monument; thence S29°29'40"W for a distance of 50 feet to a concrete monument; thence S60°30'20"E for a distance of 91 feet to a concrete monument; thence S66°19'40"W for a distance of 364.67 feet to a concrete monument; thence proceeding S48°19'20"W for a distance of 599.54 feet to the point which marks the point of beginning; thence proceeding N39°29'W for a distance of 243.40 feet to a concrete monument; thence proceeding N45°15'25"W for a distance of 271.69 feet to a concrete monument; thence proceeding N48°19'20"E for a distance of 283.96 feet to concrete monument; thence proceeding S35°10'15"E for a distance of 106.87 feet to a concrete monument; thence proceeding S8°02'35"W for a distance of 53.01 feet to a concrete monument; thence proceeding S69°19'E for a distance of 73.77 feet to a concrete monument; thence proceeding S47°17'40"W for a distance of 17 feet to a concrete monument; thence proceeding S42°07'15"E for a distance of 27.51 feet to a concrete monument; thence proceeding N54°10'50"E for a distance of 15 feet to a concrete monument; thence proceeding S20°53'E for a distance of 59.47 feet to a concrete monument; thence proceeding S1°29'45"W for a distance of 112.37 feet to a concrete monument; thence proceeding S52°20'25"E for a distance of 144.14 feet to a concrete monument; thence proceeding S48°19'20"W for a distance of 184.82 feet to the concrete monument which marks the point of beginning.

For a further description of the above described property, reference is had to the above mentioned plat and in case of conflict, if any, said plat shall be controlling.

SAVE AND EXCEPT THEREFROM, the right of ingress and egress unto the Sponsor herein, its successors, assigns and grantees.

FURTHER SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all roads and walkways shown on the above described plat of the Phase IV Property, said reservation being unto the Sponsor herein, its successors, assigns and Grantees.

SAVE AND EXCEPT from the above described 2.59 acre parcel of property title to and ownership of all water and sewer lines located on said parcel or hereafter installed thereon, together with all pipes, pumps, pumping stations or other equipment or facilities located thereon, together with an easement to such lines, equipment or facilities to allow for the maintenance or repair or replacement of such lines, facilities or equipment or for the purpose of installing additional lines, equipment or facilities thereon from time to time.

The above property is submitted to the St. Andrews Common Horizontal Property Regime subject to all existing utility easements in favor of the Broad Creek Public Service District, et al, of record in the office of the Clerk of Court for Beaufort County, South Carolina.

EASEMENTS

ALSO, the non-exclusive right of ingress and egress over and across the road leading from U. S. Highway 278 into the hereinabove described 2.59 acre Phase IV parcel of land and the Recreation Area which, when combined, comprise the St. Andrews Common Horizontal Property Regime, which roads include "Queens Folly Road", sometimes referred to as the "Core Road".

AND ALSO, a general use easement for those amenities, streets, roads, roadways, byways, lanes, paths, walkways, bike trails and other rights-of-way within Palmetto Dunes Resort on Hilton Head Island, Beaufort County, South Carolina, now or hereafter in existence as they now exist or may hereafter be modified by Greenwood Development Corporation or its successors or assigns and which are intended for the general use of all home and condominium owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Greenwood Development Corporation, its successors and assigns, for all such owners of similar property within Palmetto Dunes Resort.

The within granted easements are hereby intended to be easements appurtenant to the 2.59 Phase IV Parcel for the use, benefit and to be incident to the ownership of the above described parcels, as applicable, and any portions thereof, or any condominium or homesites located therein or thereon now or at any time in the future.

EXHIBIT "B"
TO THIRD AMENDMENT TO MASTER DEED
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE I, PHASE II, PHASE III AND PHASE IV LAND
RECREATIONAL PARCEL AND EASEMENTS

All that certain piece, parcel or tract of land situate, lying and being in Palmetto Dunes on Hilton Head Island, Beaufort County, South Carolina, having and containing 13.70 acres, more or less, and being shown and described on a plat entitled "Survey of St. Andrews Common Horizontal Property Regime Phase I, II, III and IV & Recreation Area, Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina", which plat was prepared by Hussey, Gay & Bell, Consulting Engineers and certified to by Roy Hussey, S.C.P.E. & L.S., Registered No.2373, said plat being dated September 14, 1981, revised September 22, 1981, revised December 18, 1981, revised December 29, 1981, and revised February 17, 1982, and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book _____ at Page _____. Said property includes the 4.95 acre tract known as Phase I said tract more particularly described by courses and distances with reference to Exhibit "A" to Master Deed recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 184, et seq. Said property also includes the 2.77 acre tract known as Phase II which Phase II property is more fully described by courses and distances with reference to Exhibit "A" to the First Amendment to Master Deed, supra. Said property also includes the 2.71 acre tract known as Phase III said tract more particularly described by courses and distances with reference to Exhibit "A" to this Second Amendment to Master Deed, supra. Said property also includes the 0.68 acre Recreational Parcel shown and depicted as the "Recreation Area" on the said plat, which property is more fully described by courses and distances infra. Said property also includes the 2.59 acre tract known as Phase IV which Phase IV property is more fully described by courses and distances with reference to Exhibit "A" to this Third Amendment to Master Deed, supra.

For a further description of the above described property, reference is had to the above mentioned plat and in case of any conflict between the above referenced descriptions and said plat, said plat shall be controlling.

SAVE AND EXCEPT THEREFROM, the right of ingress and egress unto the Sponsor herein, its successors and assigns and grantees.

FURTHER SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all roads and walkways shown on the above described plat of the Phase I, Phase II, Phase III, Phase IV and Recreational Parcel property, said reservation being unto the Sponsor herein, its successors, assigns and grantees.

SAVE AND EXCEPT from the above described Phase I, Phase II, Phase III and Phase IV parcels of property title to and ownership of all water and sewer lines located on said parcels or hereafter installed thereon, together with all pipes, pumps, pumping stations or other equipment or facilities located thereon, together with an easement to such lines, equipment or facilities to allow for the maintenance or repair or replacement of such lines, facilities or equipment or for the purpose of installing additional lines, equipment or facilities thereon from time to time.

The above property is submitted to the St. Andrews Common Horizontal Property Regime subject to all existing Utility Easements in favor of the Broad Creek Public Service District, et al, of record in the Office of the Clerk of Court for Beaufort County, South Carolina.

ALSO, RECREATIONAL PARCEL: All that certain piece, parcel or tract of land situate, lying and being in Palmetto Dunes on Hilton Head Island, Beaufort County, South Carolina, having and containing 0.68 acres, more or less, and shown and described as a "Recreation Area" on the plat described hereinabove. Said property is more particularly described as follows, to wit:

To find the point of beginning commence at the point which is the southwest corner of the 2.77 acre Phase II parcel described on Exhibit "A" to the First Amendment to Master Deed and proceeding from said point of beginning S48°19'20"W for a distance of 167.54 feet to a point; thence proceeding N1°53'25"E for a distance of 53.17 feet to a concrete monument; thence proceeding N17°16'40"W for a distance of 81.06 feet to a concrete monument; thence proceeding N88°21'45"W for a distance of 62.03 feet to a concrete monument; thence proceeding N1°38'15"E for a distance of 47.51 feet to a concrete monument; thence proceeding N20°32'20"E for a distance of 97.17 feet to a concrete monument; thence proceeding S89°55'10"E for a distance of 95.22 feet to a concrete monument; thence proceeding S0°04'50"W for a distance of 40.95 feet to a concrete monument; thence proceeding S33°40'50"E for a distance of 142.18 feet to the point which marks the point of beginning.

For a further description of the above described Recreational Parcel, reference is had to the above mentioned plat. In case of conflict, if any, between said plat and the above courses and distances description, said plat shall be controlling.

SAVE AND EXCEPT THEREFROM, the right of ingress and egress and the right of full use and enjoyment into and of all recreational facilities located on the above described Recreational Parcel, said reservation being unto the Sponsor herein, its successors, assigns and grantees.

SAVE AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY, title to and ownership of all water and sewer lines located on said Recreational Parcel or hereafter installed thereon, together with all pipes, pumps, pumping stations or other equipment or facilities located thereon together with an easement to that portion of the property line within ten (10') feet of such lines, equipment or facilities to allow for the maintenance or repair or replacement of such lines, equipment or facilities or for the purpose of installing additional lines, equipment or facilities thereon from time to time.

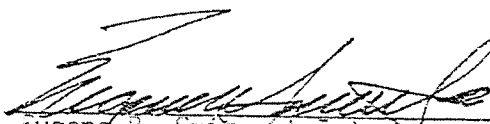
The above property is subject to all existing Utility Easements in favor of the Broad Creek Public Service District, et al, of record in the Office of the Clerk of Court for Beaufort County, South Carolina.

It is noted that the courses and distances description of the Recreational Parcel described herein varies slightly from the description contained in Exhibit "A" to the Master Deed for St. Andrews Common Horizontal Property Regime as recorded in Deed Book 335 at Page 169 et seq. and from the description contained in Exhibit "B" to the First Amendment to Master Deed. The variation is minor in nature and is due to final field survey measurement.

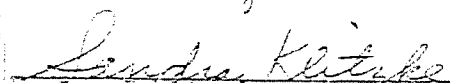
EXHIBIT "D"
TO THIRD AMENDMENT TO MASTER DEED
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

ARCHITECT'S CERTIFICATE

This is to certify that St. Andrews Common Horizontal Property Regime consisting of the apartments numbered consecutively 1951 through 1982 are built in accordance with the Plot Plan and Floor Plans attached to the Master Deed creating said Regime which is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 335 at Page 169, et seq. and Plat Book 30 at Page 1 except for minor variations which are customary in projects of this nature.


Eugene R. Smith, A.I.A.
Eugene R. Smith & Associates, A.I.A.
Architects, Inc.
Registration #1658

Certified to this 26th day
of February, 1982.

 (L.S.)
Notary Public for Florida
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 15 1983
BEFORE THAT PERIOD THIS UNDERWRITER:

EXHIBIT "E"
TO THIRD AMENDMENT TO MASTER DEED
ST. ANDREWS COMMON HORIZONTAL PROPERTY REGIME

The percentage of undivided interest in the common elements appurtenant to each apartment in the St. Andrews Common Horizontal Property Regime (including Phase I, Phase II, Phase III, and Phase IV is set forth as follows:

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1651	90,000	2.98	1.40	.94	.70
1652	90,000	2.98	1.40	.94	.70
1653	90,000	2.98	1.40	.94	.70
1654	90,000	2.98	1.40	.94	.70
1655	90,000	2.98	1.40	.94	.70
1656	90,000	2.98	1.40	.94	.70
1657	90,000	2.98	1.40	.94	.70
1658	90,000	2.98	1.40	.94	.70
1659	98,500	3.27	1.54	1.02	.77
1660	98,500	3.27	1.54	1.02	.77
1661	98,500	3.27	1.54	1.02	.77
1662	98,500	3.27	1.54	1.02	.77
1663	98,500	3.27	1.54	1.02	.77
1664	98,500	3.27	1.54	1.02	.77
1665	98,500	3.27	1.54	1.02	.77
1666	98,500	3.27	1.54	1.02	.77
1667	90,000	2.98	1.40	.94	.70
1668	90,000	2.98	1.40	.94	.70
1669	90,000	2.98	1.40	.94	.70
1670	90,000	2.98	1.40	.94	.70
1671	90,000	2.98	1.40	.94	.70
1672	90,000	2.98	1.40	.94	.70
1673	90,000	2.98	1.40	.94	.70
1674	90,000	2.98	1.40	.94	.70
1675	98,500	3.27	1.54	1.02	.77
1676	98,500	3.27	1.54	1.02	.77
1677	98,500	3.27	1.54	1.02	.77
1678	98,500	3.27	1.54	1.02	.77
1679	98,500	3.27	1.54	1.02	.77
1680	98,500	3.27	1.54	1.02	.77
1681	98,500	3.27	1.54	1.02	.77
1682	98,500	3.27	1.54	1.02	.77
Phase I					
Totals	\$3,016,000	100%			

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1751	90,000		1.40		
1752	90,000		1.40	.94	.70
1753	118,000			.94	.70
1754	118,000		1.84	1.22	.92
1755	90,000		1.84	1.22	.92
1756	90,000		1.40	.94	.70
1757	118,000		1.40	.94	.70
1758	118,000		1.84	1.22	.92
1759	98,500		1.84	1.22	.92
1760	98,500		1.54	1.02	.77
1761	98,500		1.54	1.02	.77
1762	118,000		1.84	1.22	.92
1763	118,000		1.84	1.22	.92
1764	98,500		1.54	1.02	.77
1765	98,500		1.54	1.02	.77
1766	118,000		1.84	1.22	.92
1767	118,000		1.84	1.22	.92
1768	118,000		1.84	1.22	.92
1769	90,000		1.84	1.22	.92
1770	90,000		1.40	.94	.70
1771	90,000		1.40	.94	.70
1772	118,000		1.84	1.22	.92
1773	118,000		1.84	1.22	.92
1774	90,000		1.40	.94	.70
1775	90,000		1.40	.94	.70
1776	118,000		1.84	1.22	.92
1777	118,000		1.84	1.22	.92
1778	98,500		1.54	1.02	.77
1779	98,500		1.54	1.02	.77
1780	118,000		1.84	1.22	.92
1781	118,000		1.84	1.22	.92
1782	98,500		1.54	1.02	.77
	98,500		1.54	1.02	.77

Phases I & II

Totals \$6,412,000

100%

1851	90,000				
1852	90,000			.94	.70
1853	90,000			.94	.70
1854	90,000			.94	.70
1855	90,000			.94	.70
1856	90,000			.94	.70
1857	90,000			.94	.70
1858	90,000			.94	.70
1859	98,500			.94	.70
1860	98,500			1.02	.77
1861	98,500			1.02	.77
1862	98,500			1.02	.77
1863	98,500			1.02	.77
1864	98,500			1.02	.77
1865	98,500			1.02	.77
1866	98,500			1.02	.77

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1867	90,000			.94	.70
1868	90,000			.94	.70
1869	118,000			1.22	.92
1870	118,000			1.22	.92
1871	90,000			.94	.70
1872	90,000			.94	.70
1873	118,000			1.22	.92
1874	118,000			1.22	.92
1875	98,500			1.02	.77
1876	98,500			1.02	.77
1877	118,000			1.22	.92
1878	118,000			1.22	.92
1879	98,500			1.02	.77
1880	98,500			1.02	.77
1881	118,000			1.22	.92
1882	118,000			1.22	.92
Phases I, II, III					
Totals	\$9,618,000			100%	
1951	90,000				.70
1952	90,000				.70
1953	90,000				.70
1954	90,000				.70
1955	90,000				.70
1956	90,000				.70
1957	90,000				.70
1958	90,000				.70
1959	98,500				.77
1960	98,500				.77
1961	98,500				.77
1962	98,500				.77
1963	98,500				.77
1964	98,500				.77
1965	98,500				.77
1966	98,500				.77
1967	90,000				.70
1968	90,000				.70
1969	118,000				.92
1970	118,000				.92
1971	90,000				.70
1972	90,000				.70
1973	118,000				.92
1974	118,000				.92
1975	98,500				.77
1976	98,500				.77
1977	118,000				.92
1978	118,000				.92
1979	98,500				.77

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I,II,III and IV</u>
1980	98,500				.77
1981	118,000				.92
1982	<u>118,000</u>				<u>.92</u>
Phases I,II,III & IV					
Totals	\$12,824,000				100%

NOTE: The total value of the property in Phase I only is \$3,016,000. The total value of the property in Phase I and Phase II combined is \$6,412,000. The total value of the property in Phase I, Phase II and Phase III combined is \$9,618,000. The total value of the property in Phase I, Phase II, Phase III and Phase IV combined is \$12,824,000.

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>
1867	90,000			.94
1868	90,000			.94
1869	118,000			1.22
1870	118,000			1.22
1871	90,000			.94
1872	90,000			.94
1873	118,000			1.22
1874	118,000			1.22
1875	98,500			1.02
1876	98,500			1.02
1877	118,000			1.22
1878	118,000			1.22
1879	98,500			1.02
1880	98,500			1.02
1881	118,000			1.22
1882	118,000			1.22
Phases I, II, III				
Totals	\$9,618,000			100%

NOTE: The total value of the property in Phase I only is \$3,018,000. The total value of the property in Phase I and Phase II combined is \$8,418,000. The total value of the property in Phase I, Phase II and Phase III (as estimated) combined is \$9,618,000.

EXHIBIT "J"

N(31)

The percentage of undivided interest in the common elements appurtenant to each apartment in the St. Andrews Common Horizontal Property Regime (including Phase I; Phase I and Phase II, if applicable; and Phase I, Phase II and Phase III, if applicable; and Phase I, Phase II, Phase III and Phase IV, if applicable). It should be further noted that the Unit types and percentages reflected for Phase III and Phase IV are estimates and are subject to modification as provided in the Master Deed in the event that the Sponsor elects to include Phase III and/or Phase IV as a part of the St. Andrews Common Horizontal Property Regime. The actual percentage of undivided interest in the common elements applicable in the event of the inclusion of Phase III and/or Phase IV will be determined upon identification of Unit type, number and value of Phase III and/or Phase IV, if applicable.

BETHEA, JORDAN & GRIFFIN P.A.

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1651	90,000	2.98	1.40	.94	.70
1652	90,000	2.98	1.40	.94	.70
1653	90,000	2.98	1.40	.94	.70
1654	90,000	2.98	1.40	.94	.70
1655	90,000	2.98	1.40	.94	.70
1656	90,000	2.98	1.40	.94	.70
1657	90,000	2.98	1.40	.94	.70
1658	90,000	2.98	1.40	.94	.70
1659	98,500	3.27	1.54	1.02	.77
1660	98,500	3.27	1.54	1.02	.77
1661	98,500	3.27	1.54	1.02	.77
1662	98,500	3.27	1.54	1.02	.77
1663	98,500	3.27	1.54	1.02	.77
1664	98,500	3.27	1.54	1.02	.77
1665	98,500	3.27	1.54	1.02	.77
1666	98,500	3.27	1.54	1.02	.77
1667	90,000	2.98	1.40	.94	.70
1668	90,000	2.98	1.40	.94	.70
1669	90,000	2.98	1.40	.94	.70
1670	90,000	2.98	1.40	.94	.70
1671	90,000	2.98	1.40	.94	.70
1672	90,000	2.98	1.40	.94	.70
1673	90,000	2.98	1.40	.94	.70
1674	90,000	2.98	1.40	.94	.70
1675	98,500	3.27	1.54	1.02	.77
1676	98,500	3.27	1.54	1.02	.77
1677	98,500	3.27	1.54	1.02	.77
1678	98,500	3.27	1.54	1.02	.77
1679	98,500	3.27	1.54	1.02	.77
1680	98,500	3.27	1.54	1.02	.77
1681	98,500	3.27	1.54	1.02	.77
1682	98,500	3.27	1.54	1.02	.77
Phase I Totals	\$3,016,000	100%			

BETHEA JORDAN & GRIFFIN P.A.

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1751	90,000		1.40	.94	.70
1752	90,000		1.40	.94	.70
1753	118,000		1.84	1.22	.92
1754	118,000		1.84	1.22	.92
1755	90,000		1.40	.94	.70
1756	90,000		1.40	.94	.70
1757	118,000		1.84	1.22	.92
1758	118,000		1.84	1.22	.92
1759	98,500		1.54	1.02	.77
1760	98,500		1.54	1.02	.77
1761	118,000		1.84	1.22	.92
1762	118,000		1.84	1.22	.92
1763	98,500		1.54	1.02	.77
1764	98,500		1.54	1.02	.77
1765	118,000		1.84	1.22	.92
1766	118,000		1.84	1.22	.92
1767	118,000		1.84	1.22	.92
1768	118,000		1.84	1.22	.92
1769	90,000		1.40	.94	.70
1770	90,000		1.40	.94	.70
1771	118,000		1.84	1.22	.92
1772	118,000		1.84	1.22	.92
1773	90,000		1.40	.94	.70
1774	90,000		1.40	.94	.70
1775	118,000		1.84	1.22	.92
1776	118,000		1.84	1.22	.92
1777	98,500		1.54	1.02	.77
1778	98,500		1.54	1.02	.77
1779	118,000		1.84	1.22	.92
1780	118,000		1.84	1.22	.92
1781	98,500		1.54	1.02	.77
1782	98,500		1.54	1.02	.77
Phases I & II					
Totals	\$6,412,000		100%		
1851	90,000			.94	.70
1852	90,000			.94	.70
1853	90,000			.94	.70
1854	90,000			.94	.70
1855	90,000			.94	.70
1856	90,000			.94	.70
1857	90,000			.94	.70
1858	90,000			.94	.70
1859	98,500			.94	.70
1860	98,500			1.02	.77
1861	98,500			1.02	.77
1862	98,500			1.02	.77
1863	98,500			1.02	.77
1864	98,500			1.02	.77
1865	98,500			1.02	.77
1866	98,500			1.02	.77

BETHEA, JORDAN & GRIFFIN P.A.

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I,II,III and IV</u>
1867	90,000			.94	.70
1868	90,000			.94	.70
1869	118,000			1.22	.92
1870	118,000			1.22	.92
1871	90,000			.94	.70
1872	90,000			.94	.70
1873	118,000			1.22	.92
1874	118,000			1.22	.92
1875	98,500			1.02	.77
1876	98,500			1.02	.77
1877	118,000			1.22	.92
1878	118,000			1.22	.92
1879	98,500			1.02	.77
1880	98,500			1.02	.77
1881	118,000			1.22	.92
1882	118,000			1.22	.92
Phases I,II,III					
Totals	\$9,618,000			100%	
1951	90,000				.70
1952	90,000				.70
1953	90,000				.70
1954	90,000				.70
1955	90,000				.70
1956	90,000				.70
1957	90,000				.70
1958	90,000				.70
1959	98,500				.77
1960	98,500				.77
1961	98,500				.77
1962	98,500				.77
1963	98,500				.77
1964	98,500				.77
1965	98,500				.77
1966	98,500				.77
1967	90,000				.70
1968	90,000				.70
1969	118,000				.92
1970	118,000				.92
1971	90,000				.70
1972	90,000				.70
1973	118,000				.92
1974	118,000				.92
1975	98,500				.77
1976	98,500				.77
1977	118,000				.92
1978	118,000				.92
1979	98,500				.77

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<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>	<u>Percentage for Phases I, II, III and IV</u>
1980	98,500				
1981	118,000				.77
1982	118,000				.92
					.92
Phases I, II, III & IV					
Totals	\$12,824,000				100%

NOTE: The total value of the property in Phase I only is \$3,016,000. The total value of the property in Phase I and Phase II combined is \$6,412,000. The total value of the property in Phase I, Phase II and Phase III (as estimated) combined is \$9,618,000. The total value of the property in Phase I, Phase II, Phase III and Phase IV (as estimated as to Phase III and Phase IV) combined is \$12,824,000.

BETHEA, JORDAN & GRIFFIN, P.A.

RECORDED THE 10:00 AT 10:00
 IN BOOK 100 PAGE 100
 FEES \$ 10.00
Mary A. Hay
 AUDITOR, BEAUFORT COUNTY, S. C.

B 242
 FILED AT BEAUFORT COUNTY S. C.
 10:00
 O'CLOCK OCT 23 1991
 Q. M.
 RECORDED IN BOOK 335
 PAGE 169
Marian H. Fender, Dep.
 CLERK OF COURT OF COMMON PLEAS

<u>Villa Number</u>	<u>Value</u>	<u>Percentage Phase I only</u>	<u>Percentage For Phases I and II</u>	<u>Percentage For Phases I, II and III</u>
1751	90,000		1.40	.94
1752	90,000		1.40	.94
1753	118,000		1.84	1.22
1754	118,000		1.84	1.22
1755	90,000		1.40	.94
1756	90,000		1.40	.94
1757	118,000		1.84	1.22
1758	118,000		1.84	1.22
1759	98,500		1.54	1.02
1760	98,500		1.54	1.02
1761	118,000		1.84	1.22
1762	118,000		1.84	1.22
1763	98,500		1.54	1.02
1764	98,500		1.54	1.02
1765	118,000		1.84	1.22
1766	118,000		1.84	1.22
1767	118,000		1.84	1.22
1768	118,000		1.84	1.22
1769	90,000		1.40	.94
1770	90,000		1.40	.94
1771	118,000		1.84	1.22
1772	118,000		1.84	1.22
1773	90,000		1.40	.94
1774	90,000		1.40	.94
1775	118,000		1.84	1.22
1776	118,000		1.84	1.22
1777	98,500		1.54	1.02
1778	98,500		1.54	1.02
1779	118,000		1.84	1.22
1780	118,000		1.84	1.22
1781	98,500		1.54	1.02
1782	98,500		1.54	1.02
Phases I & II				
Totals	\$6,412,000		100%	
1851	90,000			.94
1852	90,000			.94
1853	90,000			.94
1854	90,000			.94
1855	90,000			.94
1856	90,000			.94
1857	90,000			.94
1858	90,000			.94
1859	98,500			1.02
1860	98,500			1.02
1861	98,500			1.02
1862	98,500			1.02
1863	98,500			1.02
1864	98,500			1.02
1865	98,500			1.02
1866	98,500			1.02