

drains now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, 488 and the Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion and thereafter the Council of Co-Owners shall be empowered to grant such easements. During the period of time the Developer has the right to grant the foregoing easements, the consent and approval of the Council of Co-Owners and the members thereof shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the buildings and improvements upon the Property and not unreasonably interfering with the enjoyment of the Property by the Co-Owners nor adversely affecting the security of any mortgagee without its written consent.

T. Certain easements presently exist for ingress and egress across the property and the same are shown and designated upon the Exhibits and/or shown in the records of the Clerk of Court for Beaufort County, South Carolina, and this Regime shall be subject to such easements, so long as they exist.

U. The Council of Co-Owners and the Co-Owners thereof, the Developer, its successors, assignees and designees, are granted an easement over, through and across the paved areas of the common elements and are further granted a pedestrian easement over and across the common elements of the Regime upon such paths and ways as are suitable for pedestrian traffic.

No right shall ever accrue to the public from the above-described easements (other than those present easements of right-of-way already recorded) and said easements shall endure for as long as the Regime shall endure and shall terminate upon termination of the Regime.

V. The occupants of the apartments located within Phase II of the Regime shall have the right to use of the

common areas and facilities of the Regime to the same extent as the Co-Owners prior to inclusion of Phase II within the Regime.

W. In order to insure the Regime with adequate and uniform water service and sewage disposal service and other utilities services, and television reception, the Developer shall, and hereby reserves the exclusive right to, contract for such services for the Regime and each of the Co-Owners therein for the aforesaid services. Pursuant to the foregoing, the Developer has or will or may contract with a company or companies which may include a municipal or governmental authority or agency for furnishing some or all said services and the Council of Co-Owners and the Co-Owners thereof agree to pay the charges therefor and pursuant to and comply with all the terms and conditions of said agreement(s) as a part of the common expense.

X. Developer reserves unto itself the right to enter into agreements with third parties for the benefit of the Regime, the Council of Co-Owners and the Co-Owners thereof, on behalf of the Council and the Co-Owners and as agent for said Council and each and every Co-Owner which shall be fully binding upon said Council and each Co-Owner.

Developer has on behalf of the Council of Co-Owners, its Board of Directors and all Co-Owners, heretofore entered into an Agreement with Reception Corporation, a North Carolina Corporation, to provide MATV television reception service to each and every of the apartments and further to provide in each apartment a color television set and to provide maintenance and service therefor. Said Agreement is attached to this Master Deed as an Exhibit and said Agreement and all provisions thereof are hereby incorporated by reference. Said Agreement and all provisions thereof are and shall be binding upon the Council

of Co-Owners, its Board of Directors and each Co-Owner. There shall be added to the portion of the common expenses payable by each Co-Owner the sum of \$7.45 per month for such reception service, television set and maintenance and repair service. Should the Council of Co-Owners fail to make the payments due thereunder, provided Reception Corporation faithfully performs said Agreement and promptly carries out all obligations and duties therein imposed upon it, Reception Corporation shall be subrogated to the assessment and lien rights of the Council of Co-Owners and its Board of Directors as against the individual Co-Owners for the payment of such as an item of common expense. Said Agreement may not, during its term, be altered, terminated or amended by the Council, its Board of Directors, any Co-Owner(s) or Telerent Corporation without express written consent of all of said parties.

Y. Notwithstanding the fact that the present provisions of the Act are incorporated by reference and included thereby, the provisions of this Master Deed and the Exhibits hereto shall be paramount to the Act as to those provisions where permissive variances are permitted; otherwise, the provisions of the Act shall prevail and shall be deemed incorporated herein.

ARTICLE XV

RIGHTS OF CONSTRUCTION LENDER

1. The construction loan mortgagee shall, with respect to apartments and appurtenances thereto owned by the Developer, have all the rights of an Institutional First Mortgagee under this Master Deed and the Exhibits hereto.

In the event the construction loan mortgagee acquires title to the Regime or any portion thereof by foreclosure (including sale at foreclosure proceedings, judicial proceedings, deed or assignment in lieu of foreclosure or

other similar method) or a third party acquires title to the Regime or any portion thereof as a result of foreclosure by the construction loan mortgagee, then such construction loan mortgagee or such third party shall have all the rights of the Developer under this Master Deed and the Exhibits hereto. In such event, such construction loan mortgagee or third party shall be responsible for carrying out all powers and duties herein imposed upon the Developer. 491

ARTICLE XVI

RIGHTS AND OBLIGATIONS OF CERTAIN OTHERS

The owner(s), its successors and assigns in ownership and the occupants of the Property and improvements presently designated as proposed Phases III and IV of this Regime and as appears in the Exhibits attached hereto, have a right of use of the swimming pool, deck pool furniture, and all things connected with the swimming pool for recreational, swimming and other water sports activities so long as said parcels are not part of the Regime.

All such persons so using shall be subject to the same Rules and Regulations governing the use of same imposed upon the Co-Owners as promulgated by the Board of Directors; provided, however, no Rules and Regulations shall be promulgated as to such persons which do not apply to the Co-Owners. So long as this right of use continues for both parcels, the owner(s) thereof shall be required to pay fifty percent (50%) of the direct operating costs of maintenance, upkeep, repairs and replacement of the same and the Council of Co-Owners shall pay the remaining costs as a common expense. After inclusion of Phase III within the Regime, but prior to the inclusion of Phase IV, such right of use shall continue in the owner(s) and occupants of the property and improvements

designated as Phase IV and the owner(s) thereof shall pay twenty-five percent (25%) of such costs and the Council of Co-Owners shall pay the remainder as a common expense. 492

The Council of Co-Owners shall prepare quarterly and submit to such owner(s) an accounting of such direct operating expense and a statement of the amount due from the owner(s) of the parcels designated Phases III and IV, and, after inclusion of Phase III, from the owner(s) of the parcel designated as Phase IV. Should the amount due not be paid within thirty (30) days of the date such accounting and statement is submitted to such owner(s), then the use right granted shall be suspended until the amount due is paid.

Should the Council of Co-Owners fail to pay its share of such costs, then the owner(s) of the parcels designated Phases III and IV, and after inclusion of Phase III, the parcel designated as Phase IV, shall have the right to pay any or all of such amount due from the Council of Co-Owners on behalf of the Council and the Co-Owners thereof, and to the extent of the monies so advanced on behalf thereof, said owner(s) shall be subrogated to the assessment and lien rights of the Council of Co-Owners and its Board of Directors as against the individual Co-Owners for the payment of such as an item of common expense.

The provisions of this Article and provisions in the By-Laws dealing with the subject matter hereof may not be altered, amended or changed without, prior to the inclusion of Phases III and IV within the Regime, the express consent of the owner(s) of the parcels designated as Phases III and IV, and after inclusion of Phase III, the express written consent of the owner(s) of parcel designated as Phase IV. The provisions of this Article and rights and obligations herein contained shall be terminated as to the owner(s) of the parcel

designated as Phase III, upon its inclusion within the Regime and as to the owner(s) of the parcel designated as Phase IV, upon its inclusion within the Regim. . Otherwise, the provisions hereof, and rights and obligations herein set forth shall continue in force and effect.

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IN WITNESS WHEREOF the Developer on behalf of itself and to bind itself and its successors in interest, including all Co-Owners who shall comprise the Council of Co-Owners (which shall be known as the Sea Cabin Horizontal Property Regime Council of Co-Owners, Inc.) has executed this Master Deed of Sea Cabin Horizontal Property Regime as its act and deed and in witness whereof, it by and through its President, attested by its Secretary, has set its hand and seal this 1st day of July, 1977.

SIGNED, SEALED & DELIVERED
In The Presence Of:

SEA CABIN CORPORATION (SEAL)

By J. J. Rousin
President

ATTEST:

Donald W. Landry
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sea Cabin Corporation by and through its duly authorized agent, sign and seal as its act and deed the within written Master Deed of The Sea Cabin Horizontal Property Regime, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to and subscribed before
me this 1st day of July, 1977.

Sharon Bearden
(L.S.)
Notary Public for South Carolina

My Commission Expires: 2/6/80.

NO RENUNCIATION OF DOWER IS NECESSARY. DEVELOPER IS A SOUTH CAROLINA CORPORATION.

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FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, Sea Cabin Horizontal Property Regime Council of Co-Owners, Inc., hereby agrees to and does on behalf of itself and all its present and future Co-Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Master Deed together with all the Exhibits hereto and as set forth in the Act.

IN WITNESS WHEREOF the above-named Sea Cabin Horizontal Property Regime Council of Co-Owners, Inc., has caused these presents to be signed in its name by its President and duly authorized agent and attested by its Secretary this 1st day of July, 1977.

SIGNED, SEALED & DELIVERED
In The Presence Of:

Sharon Bearden
[Signature]

SEA CABIN HORIZONTAL PROPERTY
REGIME COUNCIL OF CO-OWNERS
INC.

By [Signature]
President

(SEAL)

ATTEST:

[Signature]
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sea Cabin Horizontal Property Regime Council of Co-Owners, Inc., by and through its duly authorized agent, execute the within written Master Deed of The Sea Cabin Horizontal Property Regime, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Sharon Bearden
SWORN to and subscribed before
me this 1st day of July, 1977.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 2/6/80

EXHIBIT 1

DESCRIPTION OF PROPERTY:

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The property herein committed consists of all that certain piece, parcel or tract of land together with improvements thereon, situate, lying and being on the northwestern side of Cordillo Parkway, Hilton Head Island, Beaufort County, South Carolina, being shown and described as Parcel B containing 3.626 acres as shown on a Plat of William R. Todd, Jr., R.L.S., dated February 5, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 25 at Page 113; LESS, HOWEVER, that certain parcel of land, together with improvements thereon, shown and designated as Building 2 on the aforesaid plat and Building B in the survey which is attached hereto and is a part of this Exhibit (which is the same building), which is specifically reserved for Phase II and for future development; said property herein committed having the following metes and boundaries to-wit: beginning at the southeastern most corner of said property whereon it adjoins the right-of-way of Cordillo Parkway at an iron pin and running from thence south 54° 20' west for a distance of 95 feet along the right-of-way of Cordillo Parkway to an iron pin and thence turning and running north 35° 40' west for a distance of 300 feet to a nail and cap and thence turning and running south 54° 20' west for a distance of 443.60 feet to a point and thence turning and running north 35° 40' west for a distance of 202.70 feet to an iron pin and thence turning and running north 29° 20' east for a distance of 147.30 feet to a nail and cap and thence turning and running north 54° 20' east for a distance of 310 feet to a point and thence turning and running south 35° 40' east for a distance of 95.00 feet to a point and thence turning and running north 54° 20' east for a distance of 95.00 feet to a concrete marker and thence turning and running 35° 40' east for a distance of 470.00 feet to the iron pin that was the point of beginning.

Said real property and improvements are subject to a non-exclusive right-of-way easement for ingress and egress at all times and for all purposes including access to contiguous property shown as being owned by Sea Pines Plantation Company on said plat in common with all others having a like right, title or interest into, over and upon the said parcel as shown on the aforesaid plat of record as "Rights of Ingress and Egress Parcels E and F" and to a non-exclusive right-of-way easement for ingress and egress at all times and for all purposes including access to contiguous property and particularly access to Building B as shown on the survey which is part of this Exhibit unto the owners and occupants of the aforesaid building, their lessees, assignees, licensees, invitees and guests; and to a non-exclusive 66-foot right-of-way easement for ingress and egress at all times and for all purposes in common with all others having a like right, title or interest into, over and upon the said parcel, said easement being shown and described on said plat of record as 66' R/W; PROVIDED FURTHER, however, that Sea Cabin Corporation reserves the right unto itself, its successors and assigns to convey the real property and improvements located within said 66-foot right-of-way easement, in fee simple to the State of South Carolina for the sole purpose of use as a public street or highway at such time as a connecting roadway is constructed as shown on a plat of Jerry L. Richardson, R.L.S., dated October 27, 1975,

revised August 19, 1976, and recorded in Plat Book 25 at Page 97 in the Office of the Clerk of Court for Beaufort County, connecting said easement with the right-of-way of Pope Avenue and deeded to the State of South Carolina. For a more detailed description as to locations, distances, metes, bounds, etc., of said right-of-way, reference to said plat of record is craved.

The aforesaid parcel hereby committed is a portion of the property conveyed to Sea Cabin Corporation by deed dated February 9, 1977 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 244 at Page 1891 from Sea Pines Plantation Company.

The property herein committed also consists of all that certain piece, parcel or tract of land, together with all improvements thereon adjoining the aforesaid Parcel B on the northeast side and shown as Parcel A on the aforesaid plats of record and as Parcel A on the survey which is attached to this Exhibit and is a part of this Exhibit and having the following metes and bounds, to-wit: beginning at the southeastern corner of said property at an iron pin whereon it adjoins Parcel B and from thence running south 54° 20' west for a distance of 90.60 feet to an iron pin and thence turning and running north 35° 40' west for a distance of 110.00 feet to an iron pin; from thence turning and running north 54° 20' east for a distance of 90.60 feet to an iron pin; from thence turning and running south 35° 40' east for a distance of 110.00 feet along said Parcel B to the iron pin which was the point of beginning; SUBJECT, HOWEVER, to the right of ingress and egress and to rights of use of improvements to the owners and occupants of Building 2, which is shown in the attached survey as "Building B", and to the owners and occupants of Parcels E and F and being more particularly described and subject to the conditions and restrictions as set forth in the Master Deed to which this is an Exhibit. Parcel A consists of .229 acres.

This aforesaid Parcel A is the same property conveyed to Sea Cabin Corporation by deed of Sea Pines Plantation Company dated February 9, 1977 and recorded in the Office of the Clerk of Court for Beaufort County in Deed Book 244 at Page 1895 and by deed of First Federal Savings & Loan Association of Savannah, Georgia, dated JUNE 23, 1977 and recorded in the Office of the Clerk of Court for Beaufort County in Deed Book 250 at Page 444.

All of the foregoing measurements as to both parcels being a little more or less.

The aforesaid real property and the particular improvements thereon which are hereby committed (and the location of such improvements) are shown and described on the attached survey, plot plans and building plans which are incorporated in this description by reference which constitute together with this description, Exhibit 1 to the Master Deed of Sea Cabin Horizontal Property Regime. Improvements consisting of the building within which the apartments are located and the location of individual apartments within the building are located as shown and described upon the aforesaid parts to this Exhibit, which locations and descriptions are also incorporated in this description by reference. Each apartment has appurtenant to it an undivided interest in the common elements as shown and described in the attached surveys, plot plans and building

Exhibit 1, Page 2

plans and as described in the Master Deed to which this is an Exhibit. All areas not contained within the apartments as the term apartment is defined in the aforesaid Master Deed constitute common elements. Improvements (other than streets, sidewalks, utility lines and the like) which constitute common elements within Phase I are the swimming pool and adjoining building (containing the pool equipment and machinery room and two restrooms) and the tennis court, and such are designated and described on the survey, plot plans and building plans which are a part of this Exhibit, which descriptions are also incorporated in this description by reference.

Excluded from Phase I and from ownership of the co-owners of Phase I is the real property and improvements located thereon shown and described as Building B on the survey which is part of this Exhibit, which shall constitute Phase II if included within the Regime; and in addition the easements and rights hereinabove reserved unto Sea Cabin Corporation and granted unto others and particularly the right of Sea Cabin Corporation, its successors and assigns to convey the real property contained within the 66-foot right-of-way to the South Carolina Highway Department for use as a public roadway at such time as a connecting roadway is constructed as hereinabove described. Sea Cabin Corporation has further reserved the right as set forth in the Master Deed to include additional phases including the aforesaid Phase II which is as shown on the survey which is attached hereto and additional Phases III and IV thereafter. Should any one, two or all of said phases and the areas thereof be later completed and/or added to the Regime, such shall be done by amendment to the Master Deed and this Exhibit and the parts hereof in accordance with the provisions as described in the Master Deed to which this is an Exhibit.