

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OUTDOOR RESORTS AT
HILTON HEAD ISLAND, SOUTH CAROLINA

AND

PROVISIONS FOR THE OUTDOOR RESORTS AT
HILTON HEAD ISLAND,
OWNERS' ASSOCIATION, INC.

THIS DECLARATION made and entered into by and between Outdoor Resorts of South Carolina, a South Carolina Corporation, hereinafter called the "Developer", and Outdoor Resorts at Hilton Head Island, Owner's Association, Inc., consisting of an association of owners of lots in Outdoor Resorts at Hilton Head Island, hereinafter called the "Association";

WITNESSETH:

WHEREAS, Developer has acquired certain property situate on Hilton Head Island, Beaufort County, South Carolina, more fully described in a recorded plat of record in Plat Book 27 at Page 1 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, the Developer seeks to restrict said property to the use of a vacation resort for Owners of motor coaches, their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision;

WHEREAS, the Developer desires to provide for the preservation of certain values and amenities in said property, and, to this end, desires to subject the real property described in Exhibit A, together with all such additions as may thereafter be made to the covenants, restrictions, easements, affirmative obligations, charges, and liens, hereinafter set forth and all of which is and hereby declared to be for the benefit of said property and each and every Owner of any and all parts thereof;

WHEREAS, the Developer deems it desirable, for the efficient preservation of the values and amenities in said property to create an agency to which should be delineated and assigned the power and authority of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments, and charges necessary for such maintenance, administration and enforcement, as hereinafter created;

WHEREAS, the Developer will cause to be incorporated under the laws of the State of South Carolina a non-profit corporation, Outdoor Resorts at Hilton Head Island, Owners' Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth; and

WHEREAS, it is the purpose and intention of the Developer to convey certain sections of the aforesaid property to individual purchasers subject to the terms and conditions of this Declaration.

NOW, THEREFORE, all provisions of this Declaration shall be construed as covenants running with the land and of every part thereof and interest therein, including but not limited to, every unit and appurtenances thereto, and every unit Owner and claimant of the property or any part thereof or any interest therein, and his heirs, executors, administrators, successors, and assigns, shall be bound by all of the provisions of said Declaration.

I. Definitions. As used in this Declaration, the following definitions shall prevail:

(a) Declaration shall mean the restrictive covenants relative to the property described in Exhibit A herein and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

(b) Association shall mean Outdoor Resorts at Hilton Head Owners' Association, Inc., a non-profit corporation, and its successors, the entity responsible for the operation of the Property Owners Association and its property for the benefit of the members of the Association.

(c) Common Properties shall mean and refer to those areas of land, as shown on Exhibit A, with improvements thereon which are deeded to and/or leased to the Association and designated in said Deed and/or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association. All "Common Properties" are to be devoted to and intended for the common use and enjoyment of the Owners of the unit lots, their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision, subject to the fee schedules and operating rules adopted by the Association.

(d) Common Expenses shall mean the expenses for which the unit owners are liable to the Association.

(e) Common Surplus shall mean the excess of all receipts of the Association, including, but not limited to assets, rents, profits, and revenues on account of the Common Properties, over the amount of Common Expenses.

(f) Assessment shall mean a share of the funds required for the payment of the Common Expenses which from time to time is assessed by the Association against the unit owner.

(g) Lot or Unit shall mean and refer to any plot of land as shown on Exhibit B with the exception of Common Properties and Property Reserved by the Developer, and which is subject to individual ownership.

(h) Developer shall mean Outdoor Resorts of South Carolina, a South Carolina corporation, its assigns and successors.

(i) Institutional Mortgagee shall mean a bank, savings and loan association, insurance company, or union pension fund, authorized to do business in the State of South Carolina, or any agency of the United States government, or the Developer, its successors and assigns or endorsees.

(j) Lot Owner or Unit Owner shall mean and refer to the record Owner, whether one or more persons, firms, associations, partnerships, corporations, or other legal entities, in the fee simple title to any "Lot" or "Unit" as defined in Paragraph (g) above, situate on the properties, but the term "Owner" shall not mean and refer to any lessee or tenant of the Owner.

(k) Long Term Lease shall mean any lease between the Developer and Association demising property described therein to the Association upon such terms and conditions as agreed upon by the parties thereto,

(l) Occupant shall mean the person or persons, other than the unit Owner, in possession of the unit.

(m) Association Documents shall mean this Declaration, the By-Laws and all Exhibits attached thereto as the same from time to time may be amended.

(n) Motor Coach shall mean those vehicles which has been categorized by the Recreational Vehicle Institute of America as Class "A" and Class "C" vehicles and shall mean a self-propelled completely self-contained vehicle which includes all the conveniences of a home, including cooking, sleeping, and sanitary facilities and in which the driver's seat is accessible from the living area in a walking position – not necessarily in an upright position. Further, a "Motor Coach" contains a minimum interior height of six (6) feet in living areas with a fixed roof – not a "pop-up" variety, and a minimum length of eighteen (18) feet, and shall not be construed to include any kind of trailer or camper which must be pulled by or attached to an automobile or truck in order to be moved from place to place nor a truck with a room-like addition carried on a truck bed.

(o) Passenger Vehicle shall mean those automobiles which are owned by owners of motor coaches, their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

(p) Service Vehicles shall mean those vehicles used in connection with the general maintenance of the properties, those vehicles used in transporting the owners of motor coaches, their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision, those vehicles used by employees, agents, staffs and officers of Outdoor

Resorts of South Carolina, Inc. and Outdoor Resorts of America, Inc. for the general management and sales of the property, and those vehicles necessary in aiding the owners of motor coaches, their families, guests, invitees, servants, lessees and persons whom they exercise control and supervision in the upkeep and maintenance of that owner's motor coach.

(q) Properties Retained by Developer shall mean properties described on a plat recorded in Plat Book 27 at Page 1 and recorded in the Office of the Clerk of Court for Beaufort County.

II. Identification of Units. The Association's property consists essentially of all Common Properties and improvements thereon and all easements and rights thereto as delineated on the recorded plat which is incorporated herein by reference as Exhibit B and made a part of this Declaration. The plat also contains a survey of the land, a plot plan and delineation and description of the Common Properties and Properties Retained by Developer in a sufficient detail to identify the location, dimensions and size of the same.

III. The Operating Entity. After the sale of sixty-five (65%) per cent of the lots, the Association shall be responsible for the maintenance and operation of the Association property, for the benefit of the Owners and shall have the powers and duties granted to and imposed by it by this Declaration. Prior to the sale of sixty-five (65%) per cent of the lots, the Developer shall be responsible for the maintenance and operation of all properties (including but not limited to the maintenance and operation of all roads, drainage systems, sewage systems and grounds). For the benefit of the Owners and shall have the power and duties granted to and imposed by it by this Declaration. The Association shall be created by the Developer at its sole discretion, provided, however, that the Association must be created before the sale of sixty-five (65%) per cent of the lots.

IV. Assessments. No owner of a lot or unit may exempt himself from liability for his contribution toward the common expenses by waiver of use and enjoyment of any of the common elements or by the abandonment of his lot or unit.

Until each lot or unit subject to private ownership has been sold by the Developer, the said lot or unit shall not be deemed to be subject to any assessment, however, the happening of the above condition automatically creates the right of the Developer or the Association to subject the lot to assessments without more. Further, prior to the formation of the Association, at its sole discretion, the Developer may subject said Lot or unit to an assessment equaled to the same portion as the Owner's unit bears if all units have been sold and submitted to this Declaration.

The Association, through its Board of Directors shall have the power to fix and determine, from time to time the sum or sums necessary to provide for the common expenses of the

Association property, including but not limited to, maintenance, repairs, insurance, real and personal property taxes assessed by any lawful taxing authority and such other assessments as are specifically provided for in this Declaration of Restrictions. The procedure for determination of such assessments shall be as set forth in the By-Laws of the Association.

The Developer for each lot owned by it within the properties hereby covenants and each owner of any lot shall by the acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these covenants and to pay the Association: (a) annual assessments and charges; (b) special assessments for the purpose as set forth herein, such assessments being fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and cost of collection therefore and hereinafter provided shall be a charge and constitute a continuing lien on the land and all of the improvements thereon against which each such assessment is made. Each assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of the property at the time when the assessment fall due. In the case of co-ownership of a lot, all of such co-owners of the lot shall be jointly and severally liable for the entire amount of the assessment.

The assessments levied by the Association shall commence after the formation of the Association and the sale of the unit, and shall be used exclusively for the improvement, maintenance and operation of the Common Properties, including but not limited to the payment of taxes, and insurance thereon, and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof as well as maintaining facilities providing water, electricity and garbage disposal service, sewage service, general maintenance in carrying out all the duties hereunder as management. The special assessments shall be used for the purposes as set forth herein.

In addition to general assessments provided herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement for a described improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or addition to the Common Properties, provided that any such assessment shall have the consent of three-fourths (3/4) of the vote of a duly called meeting with quorum present, written notice of which shall have been sent to all members at least thirty (30) days in advance as set forth in the purpose of the meeting. The quorum necessary for such action shall be set forth in the By-Laws of the Association.

If the assessments are not paid on the date when due, then each assessment shall become delinquent, and shall, together with all interest thereon at a rate of eight per cent per annum from the due date and cost of collection thereof as hereinafter provided, there upon

become a charge and a continuing lien on the land and improvements thereon and against which each such assessment is made in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessments, however, shall remain his personal obligation for the statutory period and shall also pass as a personal obligation to his successors in title, even if that successor in title purchased said property at judicial sale. If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment, the cost of preparing and filing the Complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with cost of the action. In the case of foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect the same for the unit owner and/or occupant. The Association shall have the right, in lieu of foreclosure, if it deems it prudent, to take possession of the said unit and through the Developer offer the same for rental. From the proceeds of such rental, if any, the Association shall credit one-half of the income thereof to the arrearages and in payment of the lien established by the default of the said owner, and to pay the other one-half to the Developer as its charge for acting as rental agent. The selection of this mode of procedure in payment of the lien established by said arrearages and delinquencies shall not be exclusive, and the Association may, at any time, proceed in foreclosure should it deem the same necessary, or expedient or prudent, and no question of judgment may be raised, as this right of renting is an absolute right and a part of this Declaration.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability or any assessment accruing after the conveyance by the Mortgagee/Owner to a subsequent Owner.

V. Additions. The Developer, successors or assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the

operation and effect of the covenants and restrictions to the Declaration of such additional property.

The Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient in the judgment of the Developer to reflect the different character. If any, of the added properties and as are not inconsistent with the Plan of this Declaration.

VI. Other Additions. Upon a three-fourths (3/4) the vote at a duly called meeting with quorum present, the Association desiring to add to the plan of this covenants and to subject it to the jurisdiction OF THE Association, may file of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration of such additional property. The Supplementary Declarations may contain such complimentary additions and modifications of the covenants and restrictions, contained in this Declaration as may be necessary or convenient, in the judgment of the Owner, to reflect the different character, if any, of the added property and as are not inconsistent with the Plan of this Declaration.

VII. Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Property, together with the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Property as herein provided.

VIII. Exempt Properties. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempt from the assessment, change of lien created therein:

- (a) The Grantee of property over which said Grantee holds a utility easement;
- (b) All Common Properties as defined in Paragraph I(c);
- (c) All property that is exempt from taxation by the laws of the State of South Carolina, upon the terms and unto the extent of such legal exemptions; and
- (d) All properties owned by the Developer.

IX. Membership and Expenses of the Association. The Developer and every person or entity who is a record Owner of a fee simple or undivided fee simple interest in any lot which is subject to the covenants shall be a member of the Association, provided that such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association.

The Common Expenses of the Association shall include, among other items set forth herein, the maintenance and operation of the Common Elements. Each lot Owner shall be responsible and liable for an equal share of the Common Expenses regardless of the purchase price of the unit, the location or the square footage of the same. Until the formation of the Association, each unit Owner's share of the Common Expenses shall be the same portion as the Owner's unit bears if all units have been sold and submitted to this Declaration. After all units have been submitted to this Declaration, each unit Owner shall be liable for an equal share of the Common Expenses. Any Common Surplus of the Association shall be owned by each unit Owner in the same proportion as the Owner's contribution to the Common Expenses and assessments of the Association.

Each unit Owner shall be entitled to one vote per unit owned in fee simple, provided, however, no voting rights shall be assigned to any unit prior to their submission to this Declaration, except for those units owned by the Developer.

X. Sale or Rental of Units. No restriction is placed herein as far as selling any unit except for the provision for the Developers right of repurchase as set forth in Paragraph XXIV. The Developer, however, shall have the right for a period of ninety-nine (99) years from the date of this Declaration, the exclusive right to rent lots which are a part of the Declaration at scheduled rates promulgated from time to time by the Developer. The Developer will retain for its service fifty (50%) percent of the gross amount of the rent collected on any lot with the remaining fifty (50%) percent reserved for the benefit of the unit Owner. As partial consideration for the aforesaid, the Developer shall undertake an advertising program to promote the rental of said units, for those units owned by the Developer and those units sold and in private ownership. This exclusive right of the Developer to rent the lots which are a part of this Declaration shall be binding on each member, his successor and assigns, and shall constitute a covenant running with the land of each unit.

XI. Maintenance and Alteration. The Developer prior to the formation of the Association and the Board of Directors of the Association after the formation of the Association may enter into a Contract with a firm, person or corporation for the maintenance and repair of the Association's property. The Developer and the Board of Directors of the Association may likewise enter into a Contract with the Owners of any public or private utility for the furnishing of such public utilities as

electricity, water or sewage disposal to the properties. This may include the purchase, by the Developer or the Association of wholesale electricity, water, or the payment for the use of any sewage disposal plant. The Developer and Board of Directors of the Association may likewise come from time to time, enter into long term leases for the use of such public utilities and may purchase the same outright. If the Developer enters into any Contract as set forth above prior to the formation of the Association, upon the formation of the Association, the Association will become the successor of all rights, obligations and duties as contained in said Contract.

XII. Retention of Interest. The Developer, as identified herein, has retained ownership of certain lands within the Properties unto which an identification may or may not have been ascribed. The said Developer intends to erect certain buildings for the use as an office, laundry, grocery or other commercial uses, as in its opinion, the Developer deems expedient for the operation of the properties. It is agreed that such ownership and individual operation is separate and apart from the Association, and the Developer agrees to pay, at a meter at the property line of Parcels above identified, a reasonable charge for its water, electricity, sewage use and other facilities. Without further charge, the Developer and its assigns have the right to use the Common Elements for access over and above the Owners of the property. It also has the responsibility of placing its own insurance, both as to liability and property damage, and all other kinds of insurance which it so desires, however, that the said office, grocery, laundry and other commercial facilities shall not be part of the Association but remains property of the Developer or its assigns.

XIII. Use and Occupancy. All units and Common Properties shall be used only as set forth herein. All lots or units shall be used only as motor coach sites except for property reserved for Common Properties and those properties being retained by the Developer. Nothing contained in this Declaration shall be construed to prevent the Developer from erecting and maintaining, or authorizing the erection or maintenance of structures and signs for the development and sale of the property while the same or any part thereof is owned by the Developer. All of the said restrictions, conditions, covenants, and provisions herein set forth in this Declaration shall be deemed in effect and shall apply to and be binding upon all unit Owners. Unit Owners shall at all times obey said Declaration and use their best efforts to see that they are faithfully observed by their families, guests, and invitees, servants, lessees and persons over whom they exercise control or supervision. Said restrictions, conditions, covenants and provisions are as follows:

(a) All lots, parcels or units which are designated on Exhibit B as motor coach sites are reserved and restricted for the use of those vehicles as defined in Paragraph I(n). Tables, benches, fireplaces and grills may be erected but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Owners or visitors

in the area, except as provided immediately above shall be permitted to remain where it can be seen by other Owners or visitors in the area, except when the lot is actually in use; provided, however, that the foregoing shall not apply to the motor coach which may be allowed to remain on the site up to but no longer than ninety (90) days, even though not in use. No motor coach shall be on the unit without the said motor coach having been approved, by a duly authorized representative of the Association and/or Developer, as having met the requirements as to the condition and type of motor vehicle, and said motor coach shall thereafter be inspected and approved annually as to conditions. The foregoing shall be deemed to prohibit construction and maintenance of fences, rails, television antennas, screened rooms and any other storage structure on the lot. Only one (1) motor coach may be located on each lot. When a lot is occupied by a motor coach, one passenger vehicle may also be located on said lot. No passenger vehicle, however, shall be allowed to remain on a unit or lot without the presence of a motor coach.

(b) No animals or fowl shall be kept or maintained on any lot except customary household pets, and then only on a leash. No signs of any kind shall be displayed on any lot or unit.

(c) An easement of then (10) feet in width is reserved along each of the lot lines on each site for the installation and maintenance of utility services, and it is understood that each easement may be used by the Developer and/or the Association, their assigns for such installation and maintenance, as the case might be.

(d) No outside toilet shall be installed or allowed on any lot or unit.

(e) No nuisance shall be allowed upon any property any use or practice which is the source of annoyance to the resident, or which interferes with the peaceful possession of or proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Nothing contained herein, however, shall be construed to prohibit the Developer and/or Association from the development, construction, maintenance or sale of any property.

(f) No commercial activity of any kind whatsoever shall be conducted on or from any unit or lot in the properties. The foregoing shall not, however, prevent the Developer from designating certain areas in the subdivision for commercial use.

(g) These restrictions shall be construed as covenants running with the land, and shall bind the purchasers of all sites shown on the plat marked Exhibit B or plats herein before referred to, recorded or to be recorded, their heirs, executors, administrators and assigns, and if said Owners or any of them, their heirs, executors, successors and assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for the Association, Developer, and or any person or persons owning any such site in the subdivision in which said unit or lot is situated to prosecute any proceedings at law or in equity against the

person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from so doing or to recover damages for such violation including costs of suit and reasonable attorney's fees. Any invalidation of any of the covenants and restrictions contained herein shall in no way affect any other provisions thereof which shall in no way affect any other provisions thereof which shall thereafter remain in full force and effect.

(h) The unit Owner shall not permit or suffer any thing to be done or kept in or on his unit which will increase the rate of insurance on the Association's property or which shall obstruct or interfere with the right of other unit Owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit Owner commit or permit any nuisance, immoral or illegal act in or about the Association property.

(i) No person shall use the Common Elements for any part thereof or a unit or the Association property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

XIV. Conflict between Rules and Declaration. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and this Declaration, the latter shall prevail.

XV. Amendments. Notwithstanding anything to the contrary set forth in the By-Laws, no amendments to all or any part of this Declaration shall be permitted.

XVI. Property Rights in the Common Properties. Subject to the provisions of these covenants and the rules and regulations of the Association, every Member shall have the right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to shall pass with title to every lot or unit.

The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Company shall hereby covenant, for itself, its successors and assigns, that it shall convey the Common Properties to the Association upon the sale of sixty-five (65%) per cent of the lots. Said Common Property shall be conveyed subject to all restrictive covenants of record.

The rights and easements of enjoyment created hereby are subject to the following:

(a) The right of the Developer and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association, as provided in these By-Laws, to suspend the enjoyment of the right of any member for a period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or any breach of the rules and the regulations of the Association shall not constitute a waiver or discharge of the Member's obligation for the assessments; and

(d) The right of the Developer and/or Association to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties.

XVIII. Severability. If any provisions of this Declaration, or any section, sentence, clause, word or phrase, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration or the application of such provisions, sections, sentences, clauses, phrases or words in other circumstances shall not be affected thereby.

XIX. Utility Services. The Developer reserves the right to install certain utility services underground, over and across any unit or Common Property or facility to service areas other than those involved in the property development described herein, as well as those within the property and including maintenance of the same.

XX. Developer's Right to Enforce Restrictions and Covenants. The Developer reserves the right and its standing to sue to enforce the restrictions and covenants contained herein by civil action to restrain or enjoin a violation of any covenant or restriction or to seek mandatory injunctions to compel compliance by the Owner. The Developer shall retain the ownership of at least one unit and continue to be the Owner of such property and Member of the Association for the exclusive purpose of affording additional standing to sue to enforce the restrictions and covenants set forth therein.

XXI. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate the purpose of creating a uniformed plan for the operation as stated above.

XXII. Developer Votes. The Developer shall have as many votes in the Association as it has unsold lots.

XXIII. Separate Utility Charges. In the event that any utility service is separately charged by the utility company to a unit Owner by individual meters, or otherwise, then the unit Owner shall not be assessed by the Association for such service.

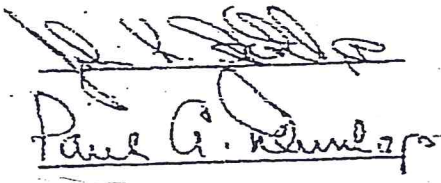
XXIV. Repurchase Option. In the event the Unit Owner desires to sell his unit, then said unit shall be offered for sale to the Developer at the same price at which the property is about to be sold, and the said Developer shall have thirty (30) days within which to exercise its option to purchase said property; and should the Developer fail or refuse (within thirty (30) days after receipt of notice of the price and terms) to exercise its option to purchase said property at the price at which it is about to be sold, then the Owner of said property shall have the right to sell said property subject to all covenants and limitations herein contained.


XXV. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and the notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-Owners of the lot shall constitute notice to all co-Owners. It shall be the obligation of each member to immediately notify the secretary of the Association in writing of any change of address.

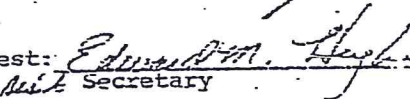
IN WITNESS WHEREOF, the Developer has cause this instrument to be executed the 23rd day of March 1979 by its President and attested by its Secretary, and the Corporate Seal affixed, pursuant to the resolution duly and unanimously adopted by its Board of Directors.

WITNESSES:

OUTDOOR RESORTS OF SOUTH CAROLINA


Paul A. Dunlap

By: 
President

Attest: 
Secretary

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BEAUFORT

PERSONALLY appeared before me PAUL A. DUNLAP who, on oath, says that he saw the within named OUTDOOR RESORTS OF SOUTH CAROLINA by

C. RANDALL HENDERSON, Jr. its President sign the within DECLARATION OF COVENANTS AND RESTRICTIONS, and Edward M. Hedger its Secretary attest the same, and the said Corporation, by said officers, seal said DECLARATION OF COVENANTS AND RESTRICTIONS, and, as its act and deed, deliver the same, and that he with John K. Scott III witnessed the execution thereof.

Paul A. Dunlap

SWORN to before me this 23 day of March, 1979.

[Signature] (SEAL)
 Notary Public for SOUTH CAROLINA
 My Commission Expires: 1/23/89

Highway

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
<u>23</u>		<u>278</u>
O'CLOCK	MAY 23 1979	PAGE
<u>4</u>		<u>1366</u>
<u>Roxanne W. Beverly</u>		
CLERK OF COURT OF COMMON PLEAS		<u>6110</u>