

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION.	1
ARTICLE I -- DEFINITIONS	2
ARTICLE II -- THE TOWNE CENTRE	3
ARTICLE III -- MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	3
ARTICLE IV -- PROPERTY RIGHTS IN THE COMMON AREAS	6
ARTICLE V -- COVENANTS FOR MAINTENANCE ASSESSMENTS	9
ARTICLE VI -- FUNCTIONS OF ASSOCIATION.	13
ARTICLE VII -- ARCHITECTURAL CONTROL	14
ARTICLE VIII -- PROTECTIVE COVENANTS AND RESTRICTIONS	15
ARTICLE IX -- GENERAL PROVISIONS.	18
ARTICLE X -- NON-PROFIT AND TAX EXEMPT STATUS OF ASSOCIATION	

FILED IN DEED BOOK 374 PAGE 234
FILED AT DEED BOOK 374 PAGE 234 ON 07/22/83

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE TOWNE CENTRE OWNERS' ASSOCIATION

THIS DECLARATION, made this 8th day of July, 1983 by
THE TOWNE CENTRE OWNERS' ASSOCIATION, a South Carolina non-profit
corporation, hereinafter called "Association" and BLUE TIP INVESTMENTS II,
a South Carolina General Partnership, hereinafter called "Partnership."

W I T N E S S E T H:

WHEREAS, the Partnership is the owner of the real property described
in Article II of this Declaration and desires to create thereon a planned
commercial development known as TOWNE CENTRE with certain facilities and
services for the use and benefit of all property owners within such
commercial development; and

WHEREAS, the Partnership desires to provide for the preservation of
the values for the maintenance of common facilities, services and
properties; and to this end, desires to subject the real property described
in Article II together with such additions as may hereafter be made, as
provided in Article II, so that covenants, restrictions, easements,
affirmative obligations, charges and liens, hereinafter set forth, each 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; and

WHEREAS, the Partnership deems it desirable, for the efficient
preservation of the values and facilities in said development, to create an
agency to which can be delegated and assigned the power and authority of
maintaining and administering the common properties and services 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 hereafter created;
and

WHEREAS, the Partnership has caused to be incorporated under the laws
of the State of South Carolina a non-profit corporation known as THE TOWNE
CENTRE OWNERS' ASSOCIATION for the purpose of exercising the functions
aforesaid, and which are hereafter fully set forth;

NOW, THEREFORE, the Partnership and the Association declare that
the real property described in Article II hereof is and shall be held,
transferred, sold, conveyed, given, donated, leased, occupied and used
subject to the declaration of covenants, restrictions, conditions,
easements, changes, assessments, affirmative obligations, and liens
(hereinafter sometimes referred to as "the Declaration") hereinafter set
forth.

ARTICLE I

DEFINITIONS:

Section 1. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to The Towne Centre Owners' Association, a South Carolina non-profit corporation, its successors and assigns.

(b) "Towne Centre" shall mean and refer to the properties described in Article II hereof.

(c) "Commercial Lot" shall mean any unimproved parcel of land located within Towne Centre which is intended for use as a site for one commercial attached or detached unit as shown upon any recorded final subdivision map of any part of Towne Centre. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(d) "Owner" shall mean and refer to the title holder as shown by the real estate records in the Office of the Clerk of the Court for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Commercial Lot, within Towne Centre, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall Owner mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, a long-term contract of sale covering any Commercial Lot within The Towne Centre, the Owner shall be the Purchaser under said contract so long as it remains in force and effect and the Association is provided with a copy of the recorded contract, unless the contract expressly provides to the contrary. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond 9 months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 1 of Article III hereof.

(f) "Partnership" shall mean Blue Tip II Partnership, a South Carolina General Partnership, and its successors and assigns.

FILED IN DEED - C BOOK 374 PAGE 736
FILED AT 17.00.00 ON 07/26/83

(g) "Common Areas" shall mean and refer to those areas designated as such on the plat referred to on the attached Exhibit "A", as and when conveyed by the Partnership to the Association.

(h) "Referendum" shall mean and refer to the power of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including, without limitation, the Amendment of this Declaration as provided in ARTICLE VII hereof; the levy of any Special Assessment; and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one (51%) percent of the votes are actually returned to the Association within the specified time required and in the event fifty-one (51%) percent of those votes returned shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon shall be deemed to have been authorized by the Members; provided, however, that if a higher percentage required to be received and to "pass" shall be specifically expressed herein (as in the case of Amendments to the Declaration), the higher percentage shall control in that instance.

FILED IN DEED - C BOOK 374 PAGE 737
ARTICLE III
FILED AT 17.00.00 ON 07/26/83

TOWNE CENTRE:

Section 1. The Towne Centre. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration is described as follows:

All those tracts, lots or parcels of land, situated, lying and being within the property shown on the plat described on Exhibit "A" which, at the date of this Declaration becomes encumbered by the Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membersh~~i~~p. Every person, including the Partnership, who is an Owner (as defined in ARTICLE I) shall be a member of the Association.

Section 2. Voting Rights. The Members of the Association shall be entitled to one (1) vote for each unimproved Commercial Lot, and two (2) votes for each Commercial Dwelling Unit constructed on a Commercial Lot.

When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed

with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) If only one vote, in person or by proxy, his act binds all;
- (2) If more than one vote, in person or by proxy, the act of the majority so voting binds all;
- (3) If more than one vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;
- (4) If the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or evensplit for purposes of this paragraph shall be a majority or evensplit in interest.
- (5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum and participation in Referendums as herein provided.

The voting rights of any Owner may not be assigned by said Owner to his lessee.

Section 3. The Association shall be governed by a Board of Directors consisting of three (3) members, as provided for in the Bylaws of the Association. Each Member shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one or more Commercial Lots or Commercial Units as computed by the formula set out hereinabove in Section 2 hereof. Such votes may not be voted cumulatively but may only be cast with one (1) vote for each opening on the Board being voted upon.

Section 4. Member to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one (51%), or more, of the eligible votes are returned to the Association within the specified time required and in the event fifty-one (51%) percent of the votes so returned shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to be received and to "pass" shall be specifically expressed herein (as, for example, is the case with Amendments to the Declaration as provided in ARTICLE VII hereof) the higher percentages shall control in that instance. Votes cast in a Referendum shall be cast upon ballots specially provided for such purpose and shall be considered final when cast by the Member and dispatched for

FILED IN DEED - C BOOK 374 PAGE 738
FILED AT 17:30.00 ON 07/26/83

return to the Association. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. In the event of a dispute as to whether a Referendum is required, the following action may be taken: Within sixty (60) days after the adoption by the Directors of any action which is, in the opinion any of the Members, subject to a Referendum, a petition signed by not less than a sufficient number of Members of the Association whose combined total of voting rights constitutes at least twenty-five (25%) percent of the total voting rights eligible to be cast at an annual meeting of the Association as if an annual meeting were held on the date of adoption of the action by the Board of Directors of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members by Referendum. Upon the filing of the Petition with the sufficient number of votes, the action so taken by the Board of Directors shall be suspended until such time as the required Referendum is concluded.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. Meetings of the Association may be conducted only after proper notice, as hereafter defined, has been given to all Members and no business may be conducted at a meeting of the Association unless a proper quorum, as hereinafter defined, is present at such meeting. The quorum required for any action which is subject to a vote of the Members at a meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association the presence at the meeting of Members or proxies entitled to cast 60% of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast 51% of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 5, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the amendment of this Declaration and the quorum requirement established by Article VIII, Section 2 shall govern in that instance if such action is taken at a meeting as opposed to by Referendum. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than 30 days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxies shall not be allowed for any action which is subject to a Referendum, in which case the votes of all the

Members polled shall be made by specially provided ballots returned to the Association by the voting Members.

ARTICLE FILED IN DEED - C BOOK 374 PAGE 710
FILED AT 17.30.20 ON 07/26/83

PROPERTY RIGHTS IN THE COMMON AREAS:

Section 1. Member's Easement of Enjoyment. Subject to the further provisions of this ARTICLE IV, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall automatically pass with the title to every Commercial Lot or Commercial Unit within The Towne Centre. Lessees shall have all of the rights of this Section (i.e., the use and enjoyment of the Common Areas) belonging to a Commercial Lot Owner or Commercial Unit Owner with the exception that they are not permitted to vote and are not required to pay any assessment since the vote and the assessment remain with the Commercial Lot or Commercial Unit Owner.

Section 2. Title to Common Areas. The Partnership hereby covenants that after giving ninety (90) days notice to the Association, but in any event no later than the earlier of January 1, 1985, or the date on which the transfer of at least six (6) lots has occurred, it will convey the title to the Common Areas to the Association free and clear of any liens and encumbrances subject, however, to: (1) Use restrictions, and (2) other documents of record in the Office of the Clerk of Court for Beaufort County, South Carolina including but not limited to:

- (a) Easements granted or reserved by the Partnership over and across the parking areas, drives and other Common Areas;
- (b) Easements reserved or granted by the Partnership over and across the Common Areas for the purpose of access to and maintenance of drainage systems throughout Towne Centre.
- (c) Utility easements granted, transferred or dedicated by the Partnership to public or private utility companies.

Any such deed of conveyance of Common Areas shall contain the following covenants, which covenants shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

In order to preserve and enhance the property values and appearance of Towne Centre, the Property herein conveyed and all facilities now or hereafter built or installed thereon shall at all times be maintained in a good, clean and attractive condition, the drives and parking areas thereon shall be maintained in a safe and passable condition and such Property, roadways and parking facilities shall be operated in accordance with the standards comparable to a high quality commercial development within the plantations on Hilton Head Island.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its By-laws, to borrow money for the purpose of improving and/or maintaining the Common Areas, and providing services authorized herein and in aid thereof to mortgage said properties; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures; and
- (c) The right of the Association, as provided in its By-laws to suspend the rights and easements of enjoyment of any Member or lessee or guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use the drives and parking areas belonging to the Association subject to the rules and regulations established by the Association for such use.
- (d) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Areas.
- (e) The right of the Association to give or sell all or any part of the Common Areas, including lease-hold interests, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 4, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. Alternatively, a Referendum may be used for the purpose of approving or

FILED IN DEED - C BOOK 374 PAGE 744
FILED AT 17.06.06 ON 07/26/83

disapproving such action in which event the same requirements for Amendment by Referendum as set for in ARTICLE VII hereof shall apply. A true copy of such resolution which is adopted at such meeting or by such Referendum together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Areas prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Partnership covenants, and each Owner of any Commercial Lot or Commercial Unit and each Member whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Commercial Lot or Commercial Unit against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Commercial Lot or Commercial Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The annual assessment shall commence as to all lots/units effective January 1, 1984.

Section 2. Purpose of Assessments. The Annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Areas, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may make payment of taxes and insurance thereon, make improvements on Common Areas, pay the cost of labor, equipment, materials, management, supervision, accounting, and Member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its authorized functions.

Section 3. Application of "Minimum" and "Maximum" Assessment. The minimum annual assessment, as set forth in the schedule hereinbelow, shall be levied by the Association unless the Board of the Association, by unanimous vote, determines that the important and essential functions of the Association may be properly funded only by an assessment above the

FILED IN DEED - C BOOK 374 PAGE 742
FILED AT 17.20.80 ON 87/26/83

minimum but not more than the applicable maximum regular assessment, as set forth in the schedule hereinbelow. If the Board of Directors shall levy the applicable minimum assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association can not be funded by the minimum assessment, the Board may, by unanimous decision, levy a supplemental assessment but in no event shall the sum of the minimum and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

The annual assessment minimum and maximum amounts shall be the sums calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Article V, Section 3(e) hereinbelow.

	Minimum Regular Annual Assessment	Maximum Regular Annual Assessment
(a) Each Commercial Lot/or Unit:	\$300.00 per lot/unit	\$400.00 per lot/unit

(b) The assessments charged by the Association shall be rounded off to the nearest dollar.

(c) From and after January 1, 1985, the minimum and maximum annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten (10%) percent per year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U. S. City Index, All Items (1967-100) issued by the U. S. Bureau of Labor and Statistics, whichever of these two percentage figures is larger, unless three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirement established by Article III, Section 2 hereof, vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the minimum and maximum annual assessment. In the event that the CPI Index referred to above shall be discontinued, there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

The Board of Directors of the Association may by unanimous decision, after consideration of current costs and future needs of the Association, fix the annual regular assessment for any year at an amount less than the applicable minimum regular annual assessment, but such action shall not constitute a waiver by the Association of its right to revert to the full regular assessment in subsequent years. However, if the Board of Directors fixes such regular annual assessment at an amount less than the minimum and it subsequently is determined by the Board that the amount assessed will not be sufficient the Board shall have the power to make a supplemental regular annual assessment, but in no event shall the sum of the initial and supplemental regular annual assessments in any one year exceed the applicable maximum regular assessment.

FILED IN DEED - C 300K 374 PAGE 745
FILED AT 17.00.00 ON 07/26/83

Any increase or decrease in the fixed amount of the annual maximum or minimum regular assessment shall be made in such a manner that the proportionate increase or decrease in such maximum or minimum assessment is the same for all Owners of Commercial Lots or Commercial Units, and likewise any time the actual assessment levied by the Board of Directors of the Association is less than the minimum regular annual assessment such decrease shall be apportioned among the Owners of Commercial Lots and Commercial Units, such that the proportionate decrease may be altered only by the favorable vote of ninety (90%) percent of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 2 hereof, and by 90% of the votes cast at said meeting by the Members of the classes whose proportionate share is being altered.

Section 4. Special Assessments for Improvements and Additions.
In addition to the annual regular minimum and maximum assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures and personal property related thereto, or for additions to the Common Areas to provide for the necessary facilities and equipment to offer the services authorized herein, and repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that such assessment shall have received the assent of a majority of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing, with such mail Referendum to include a statement prepared by the Directors of the Association favoring such assessments stating the reasons therefor, together with a statement prepared by the Directors dissenting from such assessment, provided, however, that neither of such statements may exceed a maximum length of five pages on each proposed assessment. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this ARTICLE V plus an additional special assessment which additional special assessment may not exceed the amount set for the maximum annual assessment on any particular class or type property. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the owners of the various classifications of assessable property shall be equal to the sum of the total applicable regular maximum assessments of all property in that class, for the assessment year during which such special assessments are approved, expressed as a percentage of the sum of the total applicable maximum regular assessments on all property within Towne Centre for the year during which such assessment is approved. Such special assessment in any one year may not exceed a sum equal to the amount of the maximum annual assessment for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

The Association may establish reserve funds equal to 10% of its receipts from its regular annual assessments to be held in reserve in an

FILED IN DEED - C BOOK 374 PAGE 749
FILED AT 12.20.20 ON 37/26/83

interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 5. Date of Commencement and Pro Ration of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence on January 1, 1983. Unless otherwise provided herein, property shall be assessed according to its character as of January 1 of the assessment year, i.e., Commercial Lot or Commercial Unit.

The first annual assessment shall be made for the calendar year and shall become due and payable thirty (30) days after the day fixed for the commencement. The Board of Directors of the Association shall have the power to change the date upon which annual assessments become due and payable and also to determine the method of payment of annual assessments, i.e., lump sum, monthly installments, etc. provided, however, that the annual assessment shall be due and payable at least annually.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Commercial Lot and Commercial Unit, within the minimum and maximum assessment range as provided hereinabove, and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Owner. Written notice of assessment shall thereupon be sent to every Owner subject thereto.

The Board of Directors shall not have authority to levy a special assessment above the maximum regular assessment unless such special assessment is approved by a Referendum relating thereto as herein provided.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 5 hereof, then such assessment shall become delinquent and shall, be subject to a late charge at the rate of one and one-half (1 1/2%) percent per month from the date of delinquency until the date of payment, together with the cost of collection thereof as hereinafter provided, and such assessment, late charge and costs of collection, including reasonable attorney's fees, shall become a charge and continuing lien on the land and all improvements thereon, 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 when the assessment first became due and payable to pay such assessment, however, shall remain his

FILED IN DEED - C BOOK 374 PAGE 745
FILED AT 17.00.00 ON 07/26/83

personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include late charges as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgagee to a subsequent owner.

Section 9. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b) All Common Areas designated as such on Exhibit "A";
- (c) Property which is used for the maintenance and service of facilities within The Towne Centre.

Section 10. ANNUAL STATEMENTS. Copies of the Annual Financial Statement of the Association shall be sent Members on request. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

FILED IN DEED - C BOOK 374 PAGE 742
FILED AT 17.00.00 ON 07/26/83

ARTICLE VI

FUNCTIONS OF ASSOCIATION:

Section 1. Ownership and Maintenance of Common Areas. The Association shall be authorized to own and maintain Common Areas, equipment, furnishings, and improvements devoted to the following uses:

- (a) for drives, sidewalks, landscaped areas, common signage and parking areas throughout The Towne Centre;
- (b) for providing any of the services which the Association is authorized to offer under Section 2 of this Article.

Section 2. Services. The Association shall provide the following services:

- (a) cleanup and maintenance of all drives, sidewalks, parking areas within The Towne Centre;
- (b) landscaping of unpaved areas with the Common Areas of The Town Centre;
- (c) lighting of parking lots and sidewalks in The Towne Centre;
- (d) insect and pest control on the exterior of the buildings and the Common Areas to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (e) to take any and all actions necessary to enforce all covenants and restrictions affecting The Towne Centre and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to The Towne Centre;
- (f) to set up and operate an architectural review board when the Association is designated by the Partnership as the agent of the Partnership for such purpose; (g) to provide administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of Activities, Notice of Meetings, Referendums, etc., incident to the above listed services;
- (h) to provide liability and hazard insurance covering improvements and activities on the Common Areas;
- (i) the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Associations obligations and business under the terms of this document.

FILED IN DEED - C 300K 374 PAGE 749
FILED AT 17.00.00 ON 07/26/83

Section 3. The Association shall be authorized but not required to provide the following services:

(a) To collect for payment to the Pope Avenue Executive Park Owners' Association, Inc. those periodic assessments levied by said Association pursuant to the applicable covenants.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article unless Association resources made it reasonably possible to do so. The functions and services to be carried out and offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association to the extent permissible by the maintenance assessments set forth herein, and the needs of the Members of the Association. Special assessments shall be submitted for referendum as herein provided. The functions and services which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of 51% or more of those voting in a Referendum of members conducted by the Board of Directors under the same procedures as prescribed for a special assessment.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions.

FILED IN DEED - C BOOK 374 PAGE 748
ARTICLE FILED AT 17.00.00 ON 07-26/83

ARCHITECTURAL CONTROL OF COMMON AREA:

Section 1. Review and Approval of Landscaping Specifications for Additions, Alterations or Changes to Structures. No building, wall, fence, or other structure shall be commenced, erected, or maintained upon the Common Areas, nor shall any landscaping be done, nor shall any exterior addition to any such existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Association.

ARTICLE VIII

PROTECTIVE COVENANTS AND RESTRICTIONS:

Section 1. Architectural Approval. The Partnership has established a Plans Approval Board for the purpose of examining and passing

upon all proposed plans for any structure or structures whatsoever and any additions thereto and remodelings thereof intended to be placed upon the lands within The Towne Centre. The approval of this Plans Approval Board shall be required on the designs of all buildings, fences, signs or any other structure or structures however large or small which may be placed within The Towne Centre. No construction of any structure whatsoever may be commenced until the Plans Approval Board has issued its approval thereof. This Plans Approval Board shall also approve the location of each structure to be built upon every lot in said subdivision. If construction has not commenced within ninety (90) days of date of the Plans Approval Board's approval notification, the plans shall be resubmitted to the Plans Approval Board for full consideration, as if it were a new application. The total enclosed first floor space or the roof overhang, whichever is larger, for buildings shall be as follows:

- | | |
|------------------|------------------|
| (1) Lot 1 = 1600 | (6) Lot 6 = 2050 |
| (2) Lot 2 = 1600 | (7) Lot 7 = 1950 |
| (3) Lot 3 = 1800 | (8) Lot 8 = 1500 |
| (4) Lot 4 = 1600 | (9) Lot 9 = 2400 |
| (5) Lot 5 = 1600 | |

All buildings shall be of two (2) story construction. The above dimensions are exterior dimensions and are applicable to the most extreme point of any part of any building or structure. Such buildings shall be completed within one year from the time construction commences and the failure to comply with this provision shall subject the Owner or builder to show cause before the Plans Approval Board why said construction has not been completed as scheduled. If such cause is not deemed satisfactory by the Plans Approval Board to justify such delay, it shall be considered a breach of contract by the property owner such that the Plans Approval Board may restudy the plan already approved and take such action as it determines beneficial and appropriate for this lot.

Section 2. Professional/Commercial Use. All Commercial Lots and Commercial Units shall be used for professional and commercial purposes of the following types:

- (1) offices for architects, lawyers, accountants, physicians and similar professionals;
- (2) business offices for corporate, partnership or sole proprietorship headquarters or branch offices; provided, however, that any businesses potentially giving rise to periodic excessive or heavy traffic shall be prohibited from conducting those activities giving rise to such traffic. For example, a contractor's business office could not be operated to deal with multiple subcontractors, accepting and/or storing building supplies or similar activities but such premises could be used for serving customers of such builders;
- (3) No commercial food service activity shall be conducted within Towne Centre prior to 6:00 p.m. each week day, but

FILED IN DEED - C BOOK 374 PAGE 749
FILED AT 17.06.00 ON 07/26/83

luncheon may be served on Saturdays, Sunday and official holidays.

Section 3. Noxious or Offensive Activity Prohibited. No unlawful, noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment or discomfort or annoyance or a nuisance to the neighborhood. There shall not be maintained any plant, device, animal or any other thing whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood.

Section 4. Signs No sign shall be erected on any lot except with the written permission of the Plans Approval Board. Signs shall be considered for, but not limited to, their compliance with the Plans Approval Board's special sign requirements then in effect.

Section 5. Mail Boxes. Mail boxes shall be only of the style, type and placement selected by the Plans Approval Board.

Section 6. Reservation of Easements. Prior to the conveyance of the Common Areas to the Association the Partnership reserves unto itself, its successors or assigns, and unto the Association alienable and releaseable easements and rights on, over and under the ground of the Common Area to erect, maintain, and use utility service and equipment and drainage facilities. Moreover, upon the conveyance of the Common Areas to the Association, the Partnership shall likewise assign to the Association the non-exclusive right to use such easements.

Section 7. Temporary Structures. Temporary structures may be placed upon the lots during construction of buildings thereon with the written consent of the Plans Approval Board; provided, however, that said temporary structures shall be removed prior to the occupancy of the building on said lot. Said temporary structures shall at no time be used for living quarters. No house trailer or trailers shall be permitted on the property at any time.

Section 8. Service Yards; Parking. Each building shall have a screened service area with adequate space for garbage containers, drying yard, air conditioners and other necessary equipment. Prior to occupancy, each Commercial Unit shall provide for connection to a sewage disposal system which has been approved by the State Board of Health.

Section 9. Trees. No live trees measuring six inches or more in diameter at a height of 4 1/2 feet above ground level may be removed without the approval of the Plans Approval Board.

Section 10. Changes in Lot Boundaries. No Commercial Lot shall be subdivided nor its boundary line changed except with the written consent of the Plans Approval Board.

Section 11. Repurchase Option. If any owner of property within The Towne Centre should receive an offer to purchase his property, it shall be offered for sale to the Partnership at the same price and terms at which

FILED IN DEED - C BOOK 374 PAGE 75D
FILED AT 17.20.00 ON 07/26/93

the highest bona fide offer has been made for the property and with full disclosure of the intended purchaser, and the Partnership shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Partnership fail or refuse, within thirty (30) days after receipt of written notice of the price and the terms of sale to exercise its option to purchase said property at the offered price and upon the offered terms, then the owners of said property shall have the right to sell said property subject, however, to all covenants and restrictions herein contained and at the exact price and terms submitted to the Partnership. These rights shall be conveyed by the Partnership to the Association at the time of the conveyance of the Common Areas to the Association.

Section 12. Maintenance of Lots. All lots and the Common Area shall be kept free of underbrush, weeds, or other unsightly vegetation by the Association, the cost of which shall be an Association expense paid for by Association Assessments. The Association may enter upon said land to remove any trash which has collected on said lots without such entrance for such purpose being deemed a trespass. This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services.

Section 13. Enforcement. In the event of a violation or breach of any of these restrictions or covenants, any Owner who is a Member of the Association or any of them jointly or severally or the Partnership or Association shall have the right to proceed at law or in equity to compel a compliance of the terms and conditions hereof and to prevent the violations or breach of said restrictions or protective covenants. In addition to the foregoing, the Partnership or the Association shall have the right, whenever there shall have been built on any Commercial Lot, any structure which is in violation of these restrictions, to enter upon the said property when such violation exists and summarily remove the same at the expense of the owner, if after (30) days written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure of the Partnership or the Association to enforce any right, reservations, restrictions or condition contained in this instrument however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement, and the invalidation by any court of any restriction in this instrument contained, shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

The Partnership may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, any additional covenants and restrictions which will not, in the opinion of the Board, lower the standards of the subdivision. Also, the Partnership may assign, from time to time, the rights and privileges contained herein in whole or in part and it is intended that such rights hereunder will be assigned to the Association when the Partnership conveys the Common Areas to the Association as herein provided.

FILED IN DEED - C BOOK 374 PAGE 750
FILED AT 17.00.00 ON 07/26/83

ARTICLE IX

GENERAL PROVISIONS:

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Partnership or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial 25 year period, or during the last year of any subsequent ten (10) year renewal period three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least 30 days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating the Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in Official Real Estate Records for Beaufort County, South Carolina and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. With the exception of ARTICLE VII, Section 2, which requires one hundred (100%) percent of the Members to be amended, this Declaration may be amended, except where the text would otherwise provide, by one of the following procedures:

(a) All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least 30 days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of

FILED IN DEED - C BOOK 374 PAGE 752
FILED AT 17:00:00 ON 07/26/83

the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Official Real Estate Records of Beaufort County, South Carolina.

The quorum required for any action authorized to be taken by the Association under this Section 2(a) shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2 the presence at the meeting of the Members or proxies entitled to cast 60% of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast 50% of the total vote of the Association.

(b) Any of the foregoing terms of this Declaration may also be amended, except where the context would otherwise provide, by a vote of two-thirds (2/3) of the total membership of the Association by Referendum. In the event sixty-six and two-thirds (66 2/3%) percent, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the amendment voted upon will be deemed to have been authorized by the Members. Proxies shall not be used for any amendments by Referendum since in such instances all of the Members polled shall be provided with ballots specifically provided for voting which ballots may be executed by the Members and returned to the Association.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the public records of Beaufort County, South Carolina, on the first day of the calendar month in which said notice is mailed. Notice to one of two or more co-owners of a Commercial Lot or Commercial Unit, shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Partnership to enforce any covenant or restriction herein contained for any period of

FILED IN DEED - 3 BOOK 374 PAGE 782
FILED AT 17.00.00 ON 07/26/83

time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions on behalf of the Association. Nothing contained herein, however, shall limit an individual Member or group of Members from seeking a judicial determination of any questions arising in connection with this Declaration. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend to accomplish the intended purpose of the parties to this Declaration as evidenced herein.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Areas, owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Beaufort County, South Carolina, which Trustee shall own and operate said Common Areas for the use and benefit of Owners within The Towne Centre as set forth below:

(a) Each lot or parcel of land located within The Towne Centre shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Trustee which becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Trustee, but the amount of such annual assessment on any particular lot or Unit shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

FILED IN DEED - C BOOK 374 PAGE 75
FILED AT 17.20.20 ON 07/26/83

(b) The amount of the minimum and maximum annual assessment which may be charged by the Trustee hereunder on any particular lot or Unit shall be automatically increased each year by either 5% or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the regular minimum and maximum annual assessment on a lot or Unit shall equal the regular minimum and maximum annual assessments on such lot or Unit for the previous year each multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with a late charge thereon at a rate of one and one-half (1 1/2%) percent per month from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or Unit of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Areas. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided for. The Trustee shall not have the obligations to provide for operation, maintenance, repair and upkeep of the Common Areas, once the funds provided by the annual assessment have been exhausted.

(e) The Partnership shall have the right to convey title to the Common Areas, and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Areas, free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by 66 2/3% of the Owners of property within The Towne Centre or in the alternative shall be found to be in the best interest of the Owners of property within The Towne Centre by the Court of Common Pleas of Beaufort County,

FILED IN DEED - C 300K 374 PAGE 75
FILED AT 17.00.00 ON 07/26/83

South Carolina. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Areas, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair, and upkeep of such Common Areas, then for the payment of any obligations distributed among the Owners of property within The Towne Centre, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within The Towne Centre.

FILED IN DEED - C BOOK 374 PAGE 756
 FILED AT 17.00.00 ON 07/26/83
 ARTICLE X

DISSOLUTION:

Upon dissolution, liquidation or a final determination of operations of the Association, its residual assets must not inure to the direct benefit of any member or shareholder but must be turned over to one or more non-profit organizations which are organized for non-profit purposes on Hilton Head Island, South Carolina.

IN WITNESS WHEREOF, BLUE TIP INVESTMENTS II and TOWNE CENTRE OWNERS' ASSOCIATION have caused this instrument to be executed the day and year first above written.

WITNESSES:

Aleson Jacob
Virginia L. Hitchfield
Elizabeth L. Lee
Nancy H. Conroy

WITNESSES:

Aleson Jacob
Virginia L. Hitchfield

BLUE TIP INVESTMENTS II, a South Carolina General Partnership

By: [Signature]
 James T. Keene, General Partner

By: [Signature]
 Peter E. Sherratt, General Partner

By: [Signature]
 William H. Goodwin, Jr.

THE TOWNE CENTRE OWNERS' ASSOCIATION

By: [Signature]
 Its President

Attest: [Signature]
 Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

Personally appeared before me Alison Jacob
and made oath that she saw the within named JAMES T. KEANE and PETER E. SHERRATT execute the foregoing Covenants as General Partners, of BLUE TIP INVESTMENTS II, and severally acknowledged to and before me that they executed the same as the act and deed of said Partnership, and that she with Virginia L. Litchfield witnessed the execution thereof.

Alison Jacob

Sworn to before me this
12th day of July, 1983.

Virginia L. Litchfield
Notary Public, South Carolina
My Commission Expires: 4/3/84

FILED IN DEED - C BOOK 374 PAGE 757
FILED AT 17.00.00 ON 07/26/83

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF)

PROBATE

Personally appeared before me ⁽⁴⁾ Elizabeth L. Lee
and made oath that she saw the within named WILLIAM H. GOODWIN, JR. execute the foregoing Covenants as a General Partner, of BLUE TIP INVESTMENTS II, and acknowledges to and before me that he executed the same as the act and deed of said Partnership, and that she with ⁽⁵⁾ Nancy H. Cozy witnessed the execution thereof.

Elizabeth L. Lee

Sworn to before me this
8th day of July, 1983.

Shirley L. Weaver
Notary Public for the Commonwealth
of Virginia

My Commission Expires: My Commission Expires Feb. 9, 1987

EXHIBIT "A"

ALL that certain tract, lot or parcel of land lying and being in Shipyard Plantation, Hilton Head Island, Beaufort County, South Carolina and being Lot 19, Pope Avenue Executive Park, containing 1.195 Acres, more or less, and being more particularly described on that certain plat of survey entitled "A Plat of Lot 19, Pope Avenue Executive Park Boundary Survey, A Section of Shipyard Plantation" prepared by Coastal Surveying Co., Inc., Jerry L. Richardson, S.C. Registered Land Surveyor (S.C. Reg. L.S. No. 4784), dated August 28, 1981, and being more particularly described as follows:

BEGINNING at a point located on the northeasterly right of way of Pope Avenue Executive Park (a 50 foot right of way) and being South Carolina Coordinate System, South Zone Coordinate N115,168.304 E75,557.449 and being located S47°03'41"E at a distance of 3,033.344 feet from the POINT OF COMMENCING (said POINT OF COMMENCING being a concrete monument located in the center of Sea Pines Circle and being South Carolina Coordinate System, South Zone Coordinate N117,234.664 E2,073,336.788); running thence N53°48'15"E a distance of 220.22 feet to a concrete monument; thence continuing N53°48'15"E a distance of 39.78 feet to a concrete monument; running thence S36°13'31"E a distance of 200.21 feet to a concrete monument; running thence S53°49'21"W a distance of 260.00 feet to a concrete monument; running thence N36°13'31"W a distance of 200.13 feet along the northeasterly right of way of Pope Avenue Executive Park to a concrete monument and the POINT OF BEGINNING.

FILED IN DEED - C BOOK 374 PAGE ⁷⁵⁹~~758~~
FILED AT 17.00.00 ON 07/26/83

FILED IN DEED - C BOOK 374 PAGE 759
FILED AT 17.00.00 ON 07/26/83
BOOK NUMBER 374 PAGES 734- 759
FILING FEE 27.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 27.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC