

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
 SEA PINES HOMEBUILDERS, INC.) MASTER DEED
)
 to) HORIZONTAL PROPERTY REGIME
)
 SEA PINES COURT GARDEN VILLAS) PLAN OF OWNERSHIP
)
 HORIZONTAL PROPERTY REGIME VI *VI 6/18/78*
 VI

At Hilton Head Island, County of Beaufort, and State of South Carolina, on this 21st day of June 1966. Sea Pines Homebuilders whose principal office is situated on Hilton Head Island, State of South Carolina, hereinafter referred to as Grantor, does hereby state:

FIRST: That Grantor owns a property situated, at Hilton Head Island County of Beaufort, State of South Carolina which is described as follows:

All that tract, parcel or lot of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as Parcel "B" on a Plat thereof of Beach Lagoon & Club Area, dated November, 1965, and recorded in the office of the Clerk of Court for Beaufort County at Book 15, Page 42, and being more particularly described as follows, to-wit:

Beginning at a marker located on the southwesternmost corner of the said property bordering on West Beach Lagoon Drive a distance of 186.10' along a bearing of N. 31° 03W. to a marker, thence turning and running N. 64° 50E. a distance of 12.0' to a marker, thence turning and running N. 38° 08E. a distance of 104.76' to a marker, thence turning and running N. 50° 27E. a distance of 90.48' to a marker, thence turning and running S. 51° 36'E. for a distance of 205.70' to a marker, thence turning and running S. 47° 16'W. a distance of 184.63' to a marker, thence turning and running S. 55° 34'W. a distance of 91.0' to the point of beginning.

SECOND: That Grantor (intending to create a Horizontal Property Regime that shall be known as SEA PINES GOLF VILLAS HORIZONTAL PROPERTY REGIME VI hereinafter called the "Regime") has constructed on the parcel of land described above certain buildings and other improvements (which together with the land described in Paragraph First, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto and hereinafter usually referred to as the "Property") according to the plans attached hereto and identified as Exhibit B. which were certified to by Doug Corkern, A.I.A., an architect duly authorized and licensed to practice in the State of South Carolina, on the 3rd day of May, 1965, and which are made a part hereof. *Court Garden 6/18/78 Jm*

THIRD: That the property includes one (1) building containing six (6) individual dwelling units (hereinafter referred to as "Apartments") all which are to be used for residential purposes. The Apartments are all capable of individual utilization on account of having their own exits to the common elements of the Property, and they will be sold to one or more co-owners, each co-owner obtaining a particular and exclusive property right thereto, and also undivided interest in the general and limited common elements of the Property, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "common elements"), all of the above in accordance with the Horizontal Property Act of South Carolina.

FOURTH: That Property has a total area of 1.10 acres of which 17.024 square feet will constitute Apartments, and 31,033.66 square feet will constitute common elements.

FIFTH: That the Apartments and common elements of the Property will be as follows:

1. Apartments: In the Building, there are Four (4) A Type apartments, and Two (2) B Type apartments, numbered consecutively A-5 to A-6, B-7 to B-8 and A-9 to A-10, and hereinafter usually referred to as Apartments A-5, A-6 B-7, B-8, A-9 and A-10.

Each A Type apartment is equipped with a General Electric 3-Ton heat pump. Each B Type apartment is equipped with a General Electric 3-Ton head pump.

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

(a) The "A" type apartments measure 76.0' deep and 32.0' wide, including a courtyard 16.33' wide x 37 37.0' long. A service yard at the front entrance measuring 10.0' deep, and 32.0' wide extends the entire width of the house. The total heated area of the apartment unit is 1,455 sq.ft. Their boundaries are as shown on the plat attached hereto and identified as exhibit "A". The apartments each have their own access to the common elements.

Each "A" type apartment contains a total area of 1,767 sq.ft. Each apartment is entered thru a courtyard with an area of 592.0 sq.ft. The entrance from the courtyard is into a living-dining area. The living area contains 256.2 sq.ft. and the dining area contains 204.49 sq.ft. There is a guest closet containing 10.4 sq.ft. near the entrance door.

The kitchen has an area of 80 sq.ft., and is equipped with an Elkay #SSR3, 33x22 sink, a G.E. FC 600 garbage disposal, a G.E. SD 400 dishwasher, a G.E. JM 79/JH33 electric range oven and a G.E. TCF 16 DB electric refrigerator.

Bedroom #1, on the rear side of the house, contains 180.18 sq.ft. Off bedroom #1 is a dressing area containing 72.25 sq.ft, inclusive is 24 sq.ft. of storage area. Off the dressing room is a bath containing 42.5 sq.ft.

From the entry is a gallery containing 93.39 sq.ft. From this gallery is access to the utility room containing 23 sq.ft., and from the utility room access to the heating and air conditioning room containing 27.6 sq.ft. Opening from the gallery there is also a den or third bedroom containing 126.5 sq.ft and from the den is a closet containing 9 sq.ft. From the gallery, at the entrance side of the house, is bedroom #2 containing 180 sq.ft. with a closet containing 13.8 sq.ft. Accessible from either the bedroom #2 or the den thru the gallery is a bath containing 59.4 sq.ft.

(b) The "B" type garden apartment measures 86.3' deep and 32.0' wide and consists of two separate units, a service yard with outside storage and a courtyard.

The large unit measures 39.0' deep and 32.0' wide. At the rear, a screened porch measuring 10.0' deep and 32.0' wide extends the entire width of the unit. The smaller unit measures 23.3' deep and 24.0' wide and has a service yard of 176 sq.ft. with 30.0 sq.ft. and has a mechanical equipment room of 72 sq.ft. opening out to the courtyard. The total heated area of the apartment unit is 1,457.58 sq.ft. Their boundaries are as shown on the plat attached hereto and identified as exhibit "A" The apartments each have their own access to the common elements.

Each "B" type apartment contains a total area of 1,842.58 sq.ft. Each apartment is entered thru the courtyard. The entrance from the courtyard leads into the large unit at the living-dining room area which consists of 441.48 sq.ft. This opens to the kitchen, bedroom and screened porch.

The kitchen has an area of 80 sq.ft. and is equipped with an Elkay #SSR3, 33x22 sink, a G.E. FC 600 garbage disposal, a G.E. SD 400 dishwasher, a G.E. JM 79/JH33 electric range-oven and a G.E. TCF 16DB electric refrigerator.

A dressing room of 54.18 sq.ft. with 20.6 sq.ft. of closet space enters into bedroom No. 1 with 7.32 sq.ft. of closet and a bath of 51.5 sq.ft.

The smaller unit consists of 2 bedrooms of 168 sq.ft., opens onto the court and each has a dressing room of 54.18 sq.ft. with a closet area of 16 sq.ft. and opening onto baths of 41.5 sq.ft.

2 Common Elements:

(a) The general common elements are as follows:

(1) The Property excluding the limited common elements and the Apartments, and including, but not limited to, the foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, stairways, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.

(2) Parking facilities located on the Property, which parking facilities consists of approximately 2,500 square feet, and are shown in the plat of the Property attached hereto and identified as Exhibit A.

(3) All roads, walkways, paths, trees, shrubs, yards, gardens, etc., located or to be located on the Property.

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

(b) The limited common elements are as follows:

(1) The rear and front yard and service areas (shown on the plat attached hereto and identified as Exhibit A) adjacent to each Apartment, the storage cabinets located in the Service areas, and the fences screening the service areas are limited common elements and are each restricted to the use of the Apartment adjacent to such limited common elements, respectively.

SIXTH:

1. That the title and interest of each co-owner of an Apartment in the common elements listed in subparagraph 2 of paragraph "FIFTH", and their proportionate share in the profits and common elements (both general and limited), as well as the proportionate representation for voting purposes in the meeting of the Council of

Co-owners (hereinafter usually referred to as "Council") of the Regime is based on the proportionate value of each Apartment to the total value of the Property as follows:

(a) Apartments A-5, A-6, A-9 and A-10: 16.41 per cent each for Apartments A-5, A-6, A-9 and A-10 respectively, based on a value of \$42,500.00 for each of said Apartments and a total value of \$259,000.00 for the property;

(b) Apartments B-7 and B-8: 17.18 per cent for Apartments B-7 and B-8, based on a value of \$44,500.00 for each of said Apartments and a total value of \$259,000.00 for the Property;

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

SEVENTH: That the administration of the Regime consisting as aforesaid of the Property described in Paragraphs "FIRST" and "FIFTH" of this Deed shall be in accordance with the provisions of this Deed, and with the provisions of the By-Laws which are made a part of this Deed and are attached hereto as Exhibit C.

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

NINTH: That so long as the Grantor owns one or more of the Apartments, the Grantor shall be subject to the provisions of this Deed and of Exhibits A, B, and C, attached hereto; and the Grantor covenants to take no action which will adversely affect the rights of the Regime with respect to the assurances against latent defects in the Property or other rights assigned to the Regime by reason of the establishment of said Horizontal Property Regime.

TENTH: That the common elements shall remain undivided and no co-owner shall bring any action for partition or division.

ELEVENTH: That the percentage of the undivided interest in the common elements (both general and limited) established herein shall not be changed except with the unanimous consent of all of the co-owners expressed in amendment to this Deed duly recorded.

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

THIRTEENTH: That each co-owner shall comply with the provisions of this Master Deed, the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the office of the Clerk of Court for Beaufort County at Book 124 of Deeds, page 35, the Regime By-Laws, decisions and resolutions of the Council of Co-owners Board of Administration, or their representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief; provided that nothing contained herein shall limit the rights of the Sea Pines Plantation Company as set forth in the aforesaid Declaration.

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Signed, sealed and delivered
in the presence of:

SEA PINES HOMEBUILDERS, INC.

SS/ Mable R. Webb
Witness

SS/ Joseph B. Fraser, Jr.
President

SS/ Anne L. Gibson
Witness

SS/ Rebecca M. Parrish
Assistant, Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PERSONALLY appeared before Mable R. Webb Witness
who, on oath, says that shesaw the within named SEA PINES
HOMEBUILDERS, INC.

by Joseph B. Fraser, Jr. its President
Pres. or Vice Pres.

President sign the within Deed, and Rebecca M. Parrish its
Sec., Assist, Sec. or Tres.

Assistant Secretary, attest the same, and the said Corporation
by, said officers, seal said Deed, and, as its act and deed, deliver
the same, and that she with Anne L. Gibson witnessed the
execution thereof.

SS/ Anne L. Gibson
Witness

SWORN to before me, this 21st day of August, A.D. 19 66.

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

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

SIXTEENTH: That all present or future co-owners, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Apartments of the Property or the mere act of occupancy of any of said Apartments shall signify that the provisions of this Deed are accepted and ratified.

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

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



NINETEENTH: That the Board of Administration of the Regime of the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Apartments but without prejudice to the right of the co-owner to obtain additional individual Apartment insurance.

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

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

BY-LAWS OF SEA PINES GOLF VILLAS

HORIZONTAL PROPERTY REGIME VI

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Horizontal Property Regime. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto) located at Block 22 of Hilton Head Island, in Beaufort County, State of South Carolina, known as "Sea Pines Plantation Condominium II" has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as "Sea Pines Golf Villas Horizontal Property Regime VI" (hereinafter referred to as the "Regime").

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 3. Personal Application. All present or future co-owners, tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime. The mere acquisition or rental of any of the apartments (hereinafter usually referred to as "Apartments") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed and the provisions of the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas, by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the Office of the Clerk of the Court, County of Beaufort, in Book 124 of Deeds at Page 35, are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Apartment or Apartments in the Master Deed.

Section 2. Majority of Co-Owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners holding 51% or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of co-owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Council Responsibilities. The co-owners of the Apartments will constitute the Council of Co-Owners (hereinafter usually referred to as "Council") who will have the responsibility of administering the Property, approving the annual budget, establishing and collecting periodic assessments and arranging for the management of the Property pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of co-owners.

Section 2. Place of Meetings. Meetings of the Council shall be held at such place, convenient to the co-owners as may be designated by the Council.

Section 3. Annual Meetings. The annual meetings of the Council shall be held on the first Monday of April each year. At such meetings where shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Administration or upon a petition signed by a majority of co-owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

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

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

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of administrators.
- (h) Unfinished business.
- (i) New business.

The order of business at all Special Meetings of the Council shall include items (a) through (d) above, and, thereafter, the agenda shall consist of the items specified in the notice of meeting.

ARTICLE IV.

BOARD OF ADMINISTRATION

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of five persons, all of whom must be co-owners of Apartments in the Property.

Section 2. General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council or individual co-owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep, and surveillance of the property and the common elements.
- (c) Collection of assessments from the co-owners.

- (d) Employment, dismissal, and control of the personnel necessary for the maintenance and operation of the common elements.

Section 4. Management Agent. The Board may employ a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Council the initial term of office of two members of the Board shall be fixed at three (3) years. The term of office of two members of the Board shall be fixed at two (2) years, and the term of office of one member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Administration caused by any reason other than the removal of a member of the Board by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Council.

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

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

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

Section 4. President. The President shall be the chief executive officer of the Regime. He shall preside at all Council meetings of the Regime and of the Board. He shall have all the general powers and duties which are usually vested in the office of president of a Regime, including but not limited to the power to appoint committees

from among the co-owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Regime.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Regime in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the offices of Secretary and Treasurer.

ARTICLE VI

OBLIGATIONS OF THE CO-OWNERS

Section 1. Assessments. All co-owners are obligated to pay periodic assessments imposed by the Regime to meet all Regime expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. The assessments shall be made pro rata according to the value of the Apartment owned, as stipulated in the Master Deed.

Section 2. Maintenance and Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Apartment, which if omitted would affect the Property in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Apartment such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Apartment shall be at the co-owner's expense.

(c) A co-owner shall reimburse the Regime for any expenditures incurred in repairing or replacing any common elements damaged through his fault.

Section 3. Use of Apartments - Internal Changes.

(a) All Apartments shall be utilized for residential purposes only.

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

Section 4. Use of Common Elements. A co-owner shall not place or cause to be placed in the passages or roads any furniture, packages or obstruction of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating in or threatening his Apartment, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

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

(b) No residents of the Property shall:

- (1) post any advertisements, or posters of any kind in or on the Property except as authorized by the Regime;
- (2) hang garments, rugs, or similar objects, from the windows, or from any of the facades of the Property;
- (3) dust rugs, mops, or similar objects, from the windows, or clean rugs, or similar objects by beating on the exterior parts of the Property;
- (4) throw garbage or trash outside the disposal installations provided for such purposes in the service areas;
- (5) act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Apartments in the Property.

(c) No co-owner, resident or leasee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units,

or similar object outside of his dwelling unit or which protrude through the walls or the roof of his dwelling unit except as authorized by the Board.

ARTICLE VII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting held for such purposes, and no amendment shall take effect unless approved by co-owners representing at least two-thirds of the total value of the Property as shown in the Master Deed.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Board. A co-owner who mortgages his Apartment shall notify the Board through the management agent, if any, or the President if there is no management agent of the name and address of his mortgagee; and the Regime shall maintain such information in a book entitled "Mortgagees of Apartments".

Section 2. Notice of Unpaid Assessments. The Board shall at the request of a mortgagee of an Apartment report any unpaid assessments due to the Regime from the co-owner of such Apartment.

ARTICLE IV

COMPLIANCE

These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control.

STATE OF SOUTH CAROLINA) AMENDMENT TO BY-LAWS OF SEA
) PINES BEACH LAGOON VILLAS
COUNTY OF BEAUFORT) HORIZONTAL PROPERTY REGIME
VI

WHEREAS, the Master Deed of the Sea Pines Beach Lagoon Villas Horizontal Property Regime VI is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 138 ; at Page 155 ; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at the last duly constituted meeting held for such purpose, which was held on April 6, 1982, did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the addition of the following article:

The use or establishment of time sharing, time interval ownership or time-sharing lease agreements, as described in definitions 9 and 10 of Section 27-32-10 of the Code of Laws of South Carolina (1976), as amended shall be prohibited within any of the units of this Regime.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 13th day of December, 1982.

IN WITNESS WHEREOF, Sea Pines Regime Management has set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

WITNESSES:

Judith Burns
A.R. Grant Morehouse

SEA PINES REGIME MANAGEMENT
James A. Warren, Vice President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Judith Burns and made oath that (s)he saw the within James A. Warren, Vice President of Sea Pines Regime Management, sign, seal and as his free act and deed, deliver the within written instrument, and that (s)he with A.R. Grant Morehouse witnessed the execution thereof.

Judith Burns

SWORN TO before me this 13th day of December, 1982.

A.R. Grant Morehouse
Notary Public for South Carolina
My Commission expires: 4/3/88

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT

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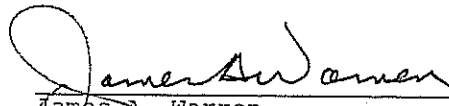
PERSONALLY appeared before me, James A. Warren, Vice President, Sea Pines Regime Management, who, being duly sworn, deposes and says:

That he is the duly constituted manager of Sea Pines Beach Lagoon Villas Horizontal Property Regime VI

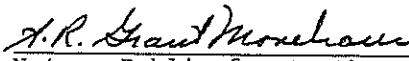
That on April 6, 1982 he was requested by the Regime Officers, following the Regime annual meeting, to solicit a response of all Co-Owners indicating their approval of the attached time-sharing prohibiting Amendment to the Regime By-Laws;

That a majority approval of the Co-Owners representing at least two-thirds of the total value of the Regime property was obtained and such is on record at his office;

That he, as the duly constituted manager of Sea Pines Beach Lagoon Villas Horizontal Property Regime VI was requested to prepare and file of record this Amendment to the Regime By-Laws.


James A. Warren

SWORN to before me this 13th
day of December, 1982.


Notary Public for South Carolina
My Commission expires: 4/3/88

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BY-LAWS OF SEA PINES GOLF VILLAS

HORIZONTAL PROPERTY REGIME VI

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Horizontal Property Regime. The Property (the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto) located at Block 22 of Hilton Head Island, in Beaufort County, State of South Carolina, known as "Sea Pines Plantation Condominium II" has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as "Sea Pines Golf Villas Horizontal Property Regime VI" (hereinafter referred to as the "Regime").

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 3. Personal Application. All present or future co-owners, tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime. The mere acquisition or rental of any of the apartments (hereinafter usually referred to as "Apartments") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed and the provisions of the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas, by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the Office of the Clerk of the Court, County of Beaufort, in Book 124 of Deeds at Page 35, are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Apartment or Apartments in the Master Deed.

Section 2. Majority of Co-Owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners holding 51% or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of co-owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Council Responsibilities. The co-owners of the Apartments will constitute the Council of Co-Owners (hereinafter usually referred to as "Council") who will have the responsibility of administering the Property, approving the annual budget, establishing and collecting periodic assessments and arranging for the management of the Property pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of co-owners.

Section 2. Place of Meetings. Meetings of the Council shall be held at such place, convenient to the co-owners as may be designated by the Council.

Section 3. Annual Meetings. The annual meetings of the Council shall be held on the first Monday of April each year. At such meetings where shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Administration or upon a petition signed by a majority of co-owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

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

- (d) Employment, dismissal, and control of the personnel necessary for the maintenance and operation of the common elements.

Section 4. Management Agent. The Board may employ a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Council the initial term of office of two members of the Board shall be fixed at three (3) years. The term of office of two members of the Board shall be fixed at two (2) years, and the term of office of one member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Administration caused by any reason other than the removal of a member of the Board by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Council.

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

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

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of administrators.
- (h) Unfinished business.
- (i) New business.

The order of business at all Special Meetings of the Council shall include items (a) through (d) above, and, thereafter, the agenda shall consist of the items specified in the notice of meeting.

ARTICLE IV.

BOARD OF ADMINISTRATION

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of five persons, all of whom must be co-owners of Apartments in the Property.

Section 2. General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council or individual co-owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep, and surveillance of the property and the common elements.
- (c) Collection of assessments from the co-owners.

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

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

Section 4. President. The President shall be the chief executive officer of the Regime. He shall preside at all Council meetings of the Regime and of the Board. He shall have all the general powers and duties which are usually vested in the office of president of a Regime, including but not limited to the power to appoint committees

from among the co-owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Regime.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Regime in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the offices of Secretary and Treasurer.

ARTICLE VI

OBLIGATIONS OF THE CO-OWNERS

Section 1. Assessments. All co-owners are obligated to pay periodic assessments imposed by the Regime to meet all Regime expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. The assessments shall be made pro rata according to the value of the Apartment owned, as stipulated in the Master Deed.

Section 2. Maintenance and Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Apartment, which if omitted would affect the Property in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Apartment such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Apartment shall be at the co-owner's expense.

(c) A co-owner shall reimburse the Regime for any expenditures incurred in repairing or replacing any common elements damaged through his fault.

Section 3. Use of Apartments - Internal Changes.

(a) All Apartments shall be utilized for residential purposes only.

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

Section 4. Use of Common Elements. A co-owner shall not place or cause to be placed in the passages or roads any furniture, packages or obstruction of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating in or threatening his Apartment, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

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

(b) No residents of the Property shall:

- (1) post any advertisements, or posters of any kind in or on the Property except as authorized by the Regime;
- (2) hang garments, rugs, or similar objects, from the windows, or from any of the facades of the Property;
- (3) dust rugs, mops, or similar objects, from the windows, or clean rugs, or similar objects by beating on the exterior parts of the Property;
- (4) throw garbage or trash outside the disposal installations provided for such purposes in the service areas;
- (5) act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Apartments in the Property.

(c) No co-owner, resident or leasee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units,

or similar object outside of his dwelling unit or which protrude through the walls or the roof of his dwelling unit except as authorized by the Board.

ARTICLE VII
AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting held for such purposes, and no amendment shall take effect unless approved by co-owners representing at least two-thirds of the total value of the Property as shown in the Master Deed.

ARTICLE VIII
MORTGAGES

Section 1. Notice to Board. A co-owner who mortgages his Apartment shall notify the Board through the management agent, if any, or the President if there is no management agent of the name and address of his mortgagee; and the Regime shall maintain such information in a book entitled "Mortgagees of Apartments".

Section 2. Notice of Unpaid Assessments. The Board shall at the request of a mortgagee of an Apartment report any unpaid assessments due to the Regime from the co-owner of such Apartment.

ARTICLE IV
COMPLIANCE

These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control.

STATE OF SOUTH CAROLINA) AMENDMENT TO BY-LAWS OF SEA
) PINES BEACH LAGOON VILLAS
COUNTY OF BEAUFORT) HORIZONTAL PROPERTY REGIME
VI

WHEREAS, the Master Deed of the Sea Pines Beach Lagoon Villas Horizontal Property Regime VI is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 138; at Page 155; and

WHEREAS, the By-Laws of that property regime are recorded as an Exhibit to the Master Deed; and

WHEREAS, the Council of Co-Owners of that Regime at the last duly constituted meeting held for such purpose, which was held on April 6, 1982, did approve submitting this Amendment to all Co-Owners; and

WHEREAS, subsequent approval of this Amendment, with the requisite approval of the Co-Owners representing at least two-thirds of the total value of the property was obtained;

NOW, THEREFORE, the By-Laws are hereby amended by the addition of the following article:

The use or establishment of time sharing, time interval ownership or time-sharing lease agreements, as described in definitions 9 and 10 of Section 27-32-10 of the Code of Laws of South Carolina (1976), as amended shall be prohibited within any of the units of this Regime.

The Regime has caused these Presents to be executed in its name by its duly authorized managing agent on this 13th day of December, 1982.

IN WITNESS WHEREOF, Sea Pines Regime Management has set its hand and seal as the duly constituted managing agent of the Regime on the date above mentioned.

WITNESSES:

Judith Burns
A.R. Grant Morehouse

SEA PINES REGIME MANAGEMENT
James A. Warren
James A. Warren, Vice President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Judith Burns and made oath that (s)he saw the within James A. Warren, Vice President of Sea Pines Regime Management, sign, seal and as his free act and deed, deliver the within written instrument, and that (s)he with A.R. Grant Morehouse witnessed the execution thereof.

Judith Burns

SWORN TO before me this 13th day of December, 1982.

A.R. Grant Morehouse
Notary Public for South Carolina
My Commission expires: 4/3/88

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT

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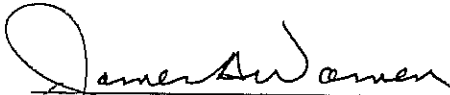
PERSONALLY appeared before me, James A. Warren, Vice President, Sea Pines Regime Management, who, being duly sworn, deposes and says:

That he is the duly constituted manager of Sea Pines Beach Lagoon Villas Horizontal Property Regime VI


That on April 6, 1982 he was requested by the Regime Officers, following the Regime annual meeting, to solicit a response of all Co-Owners indicating their approval of the attached time-sharing prohibiting Amendment to the Regime By-Laws;

That a majority approval of the Co-Owners representing at least two-thirds of the total value of the Regime property was obtained and such is on record at his office;

That he, as the duly constituted manager of Sea Pines Beach Lagoon Villas Horizontal Property Regime VI was requested to prepare and file of record this Amendment to the Regime By-Laws.


James A. Warren

SWORN to before me this 13th
day of December, 1982.


Notary Public for South Carolina
My Commission expires: 4/3/88

Morehouse

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