

16
2205.06

42419

2302

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

THE VILLAGE OF SKULL CREEK, LTD.)
an Alabama Limited Partnership,)
doing business in South Carolina)
as THE VILLAGE OF SKULL CREEK,)
L.P.) AMENDMENT TO MASTER DEED
)
TO)
)
VILLAGES OF SKULL CREEK DOCK)
HORIZONTAL PROPERTY REGIME (II))

WHEREAS, on the 27th day of November, 1985, the Delta Group, a South Carolina General Partnership (sometimes referred to as the "Original Sponsor") executed a certain master deed (the "Master Deed") establishing the Villages of Skull Creek Dock Horizontal Property Regime (II) (the "Regime"), which Master Deed was recorded on the 4th day of December, 1985, in Deed Book 436, at Page 516 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, the Village of Skull Creek, Ltd., an Alabama Limited Partnership, doing business in South Carolina as the Village of Skull Creek, L.P. (the "Sponsor" or "VSC") is successor-in-interest to all right, title, interest and ownership of the Original Sponsor under the Master Deed as confirmed by Assignment of Rights (the "Assignment") from the partners of the Original Sponsor dated February 11, 1992 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina simultaneously with this Amendment To Master Deed (the "Amendment"); and

WHEREAS, said Master Deed reserved the right, at the sole option of the Sponsor (then the Original Sponsor, now VSC), its successors, grantees or assigns, that said dockominium project created by virtue of the Master Deed could be divided into one or two phases, Phase 1 having been activated by the execution and recordation of the Master Deed with the provision that Phase 2 of said dockominium project could be made a part of the Regime at the election of the Sponsor and upon the filing of this Amendment submitting the Phase 2 dockominium improvements to the Regime; and

WHEREAS, Sponsor now elects, pursuant to the terms of the Master Deed to cause the Phase 2 dockominium improvements to become an integral part of the Regime and thus subject to the terms of the Master Deed, as amended;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned Sponsor does hereby declare the following and does hereby subject

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
530	3		648	

the Phase 2 Property (as defined below); together with all and singular the rights, members and all appurtenances, in any way belonging, relating or appertaining thereto; to the terms of the Master Deed and all Co-Owners of any portion of the Phase 2 Property, their respective heirs, successors and assigns, shall have and hold said premises and all parts, rights, members and appurtenances thereof, forever, subject to the terms of the Master Deed:

FIRST:

That Sponsor does hereby elect to exercise and does hereby exercise the options, interests and rights hereinabove referred to and more particularly set forth in the Master Deed to amend said Master Deed to include the Phase 2 property more particularly described and set forth in Exhibit "A" which Exhibit is incorporated by this reference (the "Phase 2 Property") as a part of the Regime in such a way that after the recording of this Amendment the Regime shall include the real property and all improvements formerly designated as Phase 1 plus the Phase 2 Property. Effective upon the filing of this Amendment, the property included in the Regime shall be as described in Exhibit "B" hereto which description is incorporated by this reference and includes both the Phase 1 real property and improvements and Phase 2 Property (both Phases collectively referred to as the "Property").

SECOND:

That Sponsor is the sole owner of the Phase 2 Property described in Exhibit "A" herein, which is shown on a plat thereof, said plat being entitled "VILLAGES OF SKULL CREEK DOCK HORIZONTAL PROPERTY REGIME II PHASE 2, HILTON HEAD PLANTATION, HILTON HEAD IS., BEAUFORT CO., S.C." by Millard A. Dunham, P.L.S. dated November 13, 1985, last revised December 30, 1991, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 42, Page 194 (the "Phase 2 Plat"). THE PHASE 2 PLAT SHOULD ONLY BE RELIED UPON FOR REFERENCE TO THE PHASE 2 PROPERTY. ANY INFORMATION ON THE PHASE 2 PLAT RELATING TO PHASE 1, INCLUDING WITHOUT LIMITATION, THE NUMBERING OF THE PHASE 1 DOCKMINIUM UNITS, IS MERELY FOR DESCRIPTIVE PURPOSES AND IS NOT INTENDED TO MODIFY ANY OF THE MATTERS SHOWN ON THE ORIGINAL PLAT RECORDED CONTEMPORANEOUSLY WITH THE MASTER DEED IN THE BERKELEY COUNTY CLERK OF COURT'S OFFICE IN PLAT BOOK 33, PAGE 135.

THIRD:

That Sponsor does hereby, by duly executing this Amendment, submit the Phase 2 Property, including all improvements erected or attached or extending therefrom, and all easements, rights and appurtenances belonging thereto to the provisions of the Master Deed for the Regime and the provisions of the Horizontal Property Act of South Carolina as amended and as set forth in Title 27, Chapter 31 of the South Carolina Code of Laws (the "Horizontal Property Act"), and does hereby state that it proposes to make the

Phase 2 Property a part of the Regime to be governed by the provisions of the Master Deed and the provisions of Horizontal Property Act.

FOURTH:

That the improvements forming a part of the Phase 2 Property are constructed in accordance with the plans and specifications (the "Plans and Specifications") as listed on Exhibit "C" attached to the Master Deed (specifically recorded in Deed Book 436 at Page 545), which Plans and Specifications are recorded in conjunction with said Master Deed and are incorporated into and made a part of this Amendment in the same manner as if expressly appearing herein. Said Plans and Specifications are certified by an engineer duly licensed to practice in the State of South Carolina. Attached to this Amendment as Exhibit "C" is a certificate by Jay R. Owen, an engineer licensed to practice in the State of South Carolina, that the improvements constructed as the Phase 2 Property, including without limitation the boat slips and docking facility being added to the Regime by this Amendment, were constructed substantially in accordance with the Plans and Specifications.

FIFTH:

That the Phase 2 Property which is being added to and combined with the aforementioned Phase 1 property of the Regime includes, according to the Phase 2 Plat, approximately 2,518 square feet of floating dock area, consisting of 13 individual boat slips numbered 144-156 inclusively (collectively, the "Boat Slips" or sometimes individually referred to as a "Boat Slip"), all of which are to be used for recreational purposes. The Boat Slips are capable of individual utilization on account of having their own exits to the Common Elements of the Property, and a particular, appurtenant and exclusive property right thereto, and also an undivided interest in the general and limited common elements of the Property, as set forth in the Master Deed and as hereinafter set forth, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Horizontal Property Act.

SIXTH:

That the Phase 2 Property hereby being added to the Regime contains a total of approximately 2,518 square feet of floating dock area.

SEVENTH:

That the total Property of the Regime, subsequent to the filing of this Amendment and including both Phase 1 and Phase 2, will then include a total of approximately 0.013 acres of land and approximately 9,845 square feet of dock facilities and floating dock systems extending from said acreage, all as more fully described in Exhibit "B", being said acreage plus approximately 3,521 square feet of fixed pier, 3,648 square feet of floating dock

system (Phase 1), a ramp area of 158 square feet and the newly-added 2,518 square feet of floating dock system (Phase 2), all a little more or less.

EIGHTH:

There are two (2) basic types of Boat Slips in Phase 2 of the Regime. These Boat Slips are as shown on the Phase 2 Plat and consist of 9 finger pier slips and 4 parallel slips.

NINTH:

That the Common Elements of the Property, both general and limited, and including existing Common Elements of Phase 1 Property and the newly-incorporated Phase 2 Property, shall be as set forth in the Master Deed, as amended, the provisions of which Master Deed are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended.

TENTH:

The percentage of title and undivided interest appurtenant to each Boat Slip within the Property and the Co-owner's title and interest in the Common Elements (both general and limited) of the Property and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meetings of the Villages of Skull Creek (II) Dock Owners' Association of the Regime is based upon the proportionate value of each Boat Slip to the value of the total Property as set forth in Exhibit "F" to the Master Deed under the column entitled "Percentage for Phase 1 and Phase 2, which Exhibit "F" is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 436, specifically at Pages 565 and 566, the provisions of which are incorporated herein and made a part hereof. Said percentages with a detailed breakdown of the individual percentages applicable to each Boat Slip are likewise set forth in Exhibit "D" to this Amendment which is attached hereto and made a part hereof. The proportionate representation for voting purposes and the percentage of the undivided interests in the Common Elements (both general and limited) provided in this paragraph and in Exhibit "D" hereto shall not be altered without the acquiescence of the Co-owners representing all of the Boat Slips expressed in a duly recorded amendment to the Master Deed or by an amendment filed by the Sponsor in accordance with the reservations set forth in the Master Deed or reserved herein.

ELEVENTH:

The sole purpose and intent of this Amendment is to add the Phase 2 Property to the Regime so as to make it an integral part of said Regime. All provisions of the Master Deed, which are not modified herein, are expressly incorporated into and reaffirmed by this

Amendment in the same manner as if the same were expressly set forth herein. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Horizontal Property Act as it may be amended from time to time. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein. Sponsor, its successors and assigns, hereby expressly reserve the right, to be exercised in its or their sole discretion without the requirement of the consent of any other person or entity, to subsequently amend the Master Deed or modify this Amendment as might be necessary to incorporate the Phase 2 Property into the Regime to become and forever be a part of the Regime in the same manner as if it were made a part thereof in every particular upon the initial execution and filing of the Master Deed. This reserved right may be exercised by the Sponsor, its successors and assigns, by the recordation of any subsequent amendment to the Master Deed or modification of this Amendment as may be necessary to satisfy the intent of this Amendment, which is to cause the Phase 2 Property to become and forever be a part of the Regime. If any term of this Amendment creates an ambiguity when compared to the terms of the Master Deed, the ambiguous provision shall be interpreted and construed liberally and whenever possible in a manner which will further the true intent of adding the Phase 2 Property to the Regime.

TWELFTH:

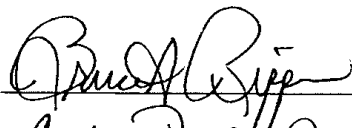
The construction and configuration of the Phase 2 Property has been approved by the Department of the Army, Charleston District Corps of Engineers as evidenced by a letter dated December 18, 1992, from the Corps of Engineers Regulation Branch and on file in the office of the Regime. Further, the addition of the Phase 2 Property has been approved by the South Carolina Coastal Council as evidenced by a letter dated October 30, 1992 from the South Carolina Coastal Council and on file in the office of the Regime.

IN WITNESS WHEREOF, THE VILLAGE OF SKULL CREEK, LTD. an Alabama Limited Partnership, doing business in South Carolina as THE VILLAGE OF SKULL CREEK, L.P. has caused these presents to be executed this 15 day of November, 1993.


2307


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

The Village of Skull Creek, Ltd.
an Alabama Limited Partnership
doing business in South Carolina
as The Village Of Skull Creek,
L.P.


Evelyn R. MacDonald

By: Citiguar Corporation, its
sole general partner

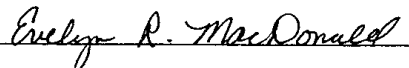
By: 
C. LLOYD HIXSON
Its: President

Attest: 
RICHARD CORRIGAN
Its: Secretary/Vice
President

STATE OF ~~ALABAMA~~ GEORGIA

COUNTY OF ~~JEFFERSON~~ Cobb

Personally appeared before me, the undersigned witness and made oath that (s)he saw the within named The Village of Skull Creek, Ltd., an Alabama Limited Partnership, doing business in South Carolina as The Village Of Skull Creek, L.P., by Citiguar Corporation, its sole general partner, by C. Lloyd Hixson, its President, as attested to by Richard Corrigan, its Secretary/Vice President, sign, seal, and as its act and deed, deliver the within-written Master Deed; and that (s)he with BRUCE A. RIPPEN witnessed the execution thereof.


Evelyn R. MacDonald

SWORN to before me this 15th

day of November, 1993.


NOTARY PUBLIC FOR ~~ALABAMA~~ GEORGIA
MY COMMISSION EXPIRES:

Notary Public, Gwinnett, Georgia.
My Commission Expires February 27, 1996

EXHIBIT "A"LEGAL DESCRIPTION OF PHASE 2 PROPERTY

All those fixtures and improvements affixed to, extending from, or forming a part of the improved real property which is subject to the Master Deed, said fixtures and improvements either extend from the acreage described on the attached Exhibit "B" or are connected to improvements extending from said acreage, EXCLUDING, HOWEVER, ANY INTEREST OR OWNERSHIP IN LAND WHICH EXTENDS BEYOND THE MEAN HIGH WATER MARK OF SKULL CREEK WHICH TITLE IS VESTED BY LAW IN THE STATE OF SOUTH CAROLINA AND OVER THE NAVIGABLE PORTION OF WHICH THE UNITED STATES GOVERNMENT RETAINS JURISDICTION. Said fixtures and improvements comprising this Phase 2 Property consist of an area shown as "Phase 2" "Floating Dock Area", having and containing approximately 2,518 square feet, more or less; all as more fully shown on a plat entitled "VILLAGES OF SKULL CREEK DOCK HORIZONTAL PROPERTY REGIME II PHASE 2, HILTON HEAD PLANTATION, HILTON HEAD IS., BEAUFORT CO., S.C." by Millard A. Dunham, P.L.S. dated November 13, 1985, last revised December 30, 1991, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 42, Page 194. Reference to said plat is craved for the shape, size, dimensions, buttings and boundings of the above fixtures and improvements.

The above-described fixtures and improvements are nevertheless subject to all terms, conditions, exceptions, reservations, rights, easements, permitted exceptions and other matters as more fully set forth on the attached Exhibit "B" which is incorporated by this reference.

EXHIBIT "B"LEGAL DESCRIPTION OF TOTAL REGIME PROPERTY INCLUDING
THE PHASE 1 REGIME PROPERTY AND THE PHASE 2 PROPERTYPHASE 1 PROPERTY

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 0.013 acres, more or less, being shown and described on a plat entitled "Villages of Skull Creek Dock Horizontal Property Regime (II), Hilton Head Plantation, Hilton Head Island, Beaufort County, South Carolina", which plat was prepared by Sea Island Engineering, Inc., and certified to by Benjamin Wilson, R.L.S. (S.C.) #5424, said plat being dated November 13, 1985, and being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 33 at Page 135. Said property is more particularly described as follows, to-wit:

To find the Point of Beginning, commence at the point labeled "Point of Commencing" which point is located at the control monument SC-2, South Carolina State Plane Coordinates N 146, 839.936, E 2,078,235.154; proceeding from said Point of Commencing N43° 06'25"E for a distance of 1,587.05 feet to a concrete monument which marks the Point of Beginning located at South Carolina State Plane Coordinates N 147,998.612, E 2,079,319.687; proceeding from said Point of Beginning N04° 51'21"W for a distance of 5.07 feet to a point; thence proceeding N21° 46' 30"W for a distance of 15.13 feet to a point; thence proceeding N75° 31'37"E for a distance of 28.28 feet to a point; thence proceeding S14° 28'23"E for a distance of 20 feet to the point; thence proceeding S75° 31'37"W for a distance of 27.21 feet to the point which marks the Point of Beginning.

For a more detailed description as to the course and distances of the above-described 0.013 acre parcel, reference is had to the above-mentioned plat of record; in case of conflict between this courses and distances description and said plat, said plat shall be controlling.

The property, intended to be subjected to the Master Deed, as amended, is a portion of the same property conveyed to THE DELTA GROUP by deed of SKULL CREEK VILLAGE-WEST, LTD., dated March 25, 1985, and recorded March 28, 1985, in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 416 at Page 238 and the Phase 2 Property described herein and intended to be subjected to the Master Deed was confirmed as being an asset of the Sponsor pursuant to the

Assignment mentioned above and recorded simultaneously with this Amendment.

ALSO

ALSO, All those improvements affixed to, constructed on and forming a part of the Property as defined in the within Master Deed extending from the above described parcel, EXCLUDING, HOWEVER, ANY INTEREST OR OWNERSHIP IN LAND WHICH EXTENDS BEYOND THE MEAN HIGH WATER MARK OF SKULL CREEK TO WHICH TITLE IS VESTED BY LAW IN THE STATE OF SOUTH CAROLINA AND OVER THE NAVIGABLE PORTION OF WHICH THE UNITED STATES GOVERNMENT RETAINS JURISDICTION, and consisting of a wooden walkway shown as a "fixed pier" containing an area of approximately 3,521 square feet, being approximately 287' feet in length and 10' feet in width to the gazebo area; and including the gazebo area; ramp and that area shown on the aforementioned plat as a "floating dock area" said floating dock area having and containing approximately 3,648 square feet, more or less.

ALSO

PHASE 2 PROPERTY

ALSO, all those fixtures and improvements affixed to, extending from, or forming a part of the improved real property which is subject to the Master Deed, said fixtures and improvements either extend from the acreage described above or are connected to improvements extending from said acreage, EXCLUDING, HOWEVER, ANY INTEREST OR OWNERSHIP IN LAND WHICH EXTENDS BEYOND THE MEAN HIGH WATER MARK OF SKULL CREEK WHICH TITLE IS VESTED BY LAW IN THE STATE OF SOUTH CAROLINA AND OVER THE NAVIGABLE PORTION OF WHICH THE UNITED STATES GOVERNMENT RETAINS JURISDICTION. Said fixtures and improvements comprising this Phase 2 Property consist of an area shown as "Phase 2" "Floating Dock Area", having and containing approximately 2,518 square feet, more or less; all as more fully shown on a plat entitled "VILLAGES OF SKULL CREEK DOCK HORIZONTAL PROPERTY REGIME II PHASE 2, HILTON HEAD PLANTATION, HILTON HEAD IS., BEAUFORT CO., S.C." by Millard A. Dunham, P.L.S. dated November 13, 1985, last revised December 30, 1991, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 42, Page 194. Reference to said plat is craved for the shape, size, dimensions, buttings and boundings of the above fixtures and improvements.

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

FURTHER, SAVE AND EXCEPT THEREFROM, the right of ingress and egress over and across all walkways, ramps, decking, shown on the above described plats of the Property, said reservation being unto the Sponsor herein, its successors and assigns and grantees.

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

FURTHER, the Sponsor expressly reserves the right to improve the Property by painting, locating boundary lines of the decking, constructing additional finger piers for Boat Slips 160 to 164, and adding limited common elements in the form of additional Owners lock boxes as well as the right to construct and add hereto additional docking facilities and amenities to constitute Phase 2 of the Regime, as more fully described heretofore in the Master Deed and this Amendment.

FURTHER, Sponsor expressly reserves the right to install lines, equipment and facilities for utility purposes and to grant easements over the Property for the installation of additional lines, equipment or facilities for utility purposes, from time to time.

FURTHER, Sponsor does likewise reserve unto itself, its successors or assigns, the right to grant similar easements for access and use up to and including the gazebo area on the fixed pier as described herein to future development of property located within the section of Hilton Head Plantation known generally as The Villages of Skull Creek and specifically to The Villages of Skull Creek Owners' Association.

The above Property is submitted to the Villages of Skull Creek Dock Horizontal Property Regime (II) subject to all utility easements in favor of Hilton Head Plantation Utilities, Inc., et. al. of record in the Office of the Clerk of Court for Beaufort County, South Carolina, as well as to those Permitted Encumbrances described below.

ALSO, EASEMENTS

ALSO, the non-exclusive right of ingress and egress over and across the existing roads within Hilton Head Plantation which remain under the ownership of Hilton Head Plantation Company, Inc. and have not yet been deeded to the Hilton Head Plantation Property Owners' Association, Inc., which roads lie between U.S. Highway 278 and the properties described above, which said easement shall be subject to the terms and conditions of use established from time to time by Hilton Head Plantation Company, Inc.

ALSO, a non-exclusive right to that certain Easement Appurtenant for ingress and egress from Hilton Head Plantation Company, Inc., in favor of The Delta Group, a South Carolina Partnership, dated September 29, 1981, recorded in the Office of the Clerk of Court

for Beaufort County, South Carolina, on October 2, 1981, in Deed Book 333 at Page 1485.

ALSO, a non-exclusive right to that certain Easement Appurtenant for ingress and egress from Skull Creek Holding Corp. in favor of The Delta Group, a South Carolina General Partnership, dated September 29, 1981, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 333 at Page 1488 on October 2, 1981.

ALSO, a non-exclusive right to that certain Grant of Easement for ingress and egress from Skull Creek Holding Corp. in favor of The Delta Group, a South Carolina General Partnership, dated September 29, 1981, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 333, at Page 1491 on October 2, 1981.

ALSO, the non-exclusive right of ingress and egress over and across all lands of Sponsor, or Skull Creek Holding Corp., lying between the western boundary of the Property described hereinabove on this Exhibit "B" and the mean high water mark of the Skull Creek.

ALSO, the non-exclusive right of ingress and egress over and across the roadway easement depicted and described on the plat of record in Plat Book 31 at Page 112.

ALSO, a non-exclusive easement of ingress, egress and parking rights over the roads and parking facilities of Villages of Skull Creek, Skull Creek Holding Corp. and Village West Horizontal Property Regime, said rights having been reserved by or unto Sponsor (with the right to transfer same) under that certain Master Deed of Village West Horizontal Property Regime, as recorded in Deed - M Book 413 at Page 208 in the Office of the Clerk of Court for Beaufort County, South Carolina; provided, however, that Sponsor does hereby reserve unto itself, its successors and assigns the right, at its sole discretion, to designate certain limited areas within said property which may be used for parking purposes by Grantees under this Master Deed, and also, the right to establish such reasonable rules and regulations governing access and parking pursuant to this easement grant as Sponsor may, from time to time, deem appropriate.

The within granted easements are hereby intended to be easements appurtenant to the 0.013 acre parcel and improvements affixed thereto, all of which are more particularly described as above, for the use, benefit and to be incident to the ownership of the above-described parcel and improvements of any phase, as applicable, and any portions thereof, and any dockominia/condominia located therein or thereon now, or at any time in the future.

SUBJECT TO, PERMITTED ENCUMBRANCES

1. The Declaration of Covenants and Restrictions of Hilton Head Plantation Property Owners' Association and Hilton Head

Plantation Company, Inc., recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 211 at Page 1487, as amended in Deed Book 276 at Page 282 and re-recorded in Deed Book 285 at Page 1441, and as further amended in Deed Book 314 at Page 663, Deed Book 323 at Page 581, Deed Book 324 at Page 1239, Deed Book 332 at Page 2033, Deed Book 345 at Page 5, and Deed Book 350 at Page 79. Said Declaration and Addendum were Amended and Restated by Declaration of Covenants and Restrictions of The Hilton Head Plantation Property Owners Association and Hilton Head Plantation Company, Inc. dated March 28, 1983, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 367 at Page 656 on April 19, 1983.

2. That certain NON-EXCLUSIVE EASEMENT AND CONVEYANCE OF RIGHTS from Hilton Head Plantation Company, Inc., to Skull Creek Center and The Citizens and Southern National Bank, Savannah, Georgia, granting certain easement rights for ingress and egress to the OLD FORT PUB SITE which easement was executed February 6, 1976, and recorded February 10, 1976, in the Office of the Clerk of Court, South Carolina, in Deed Book 234 at Page 996.
3. That certain easement from Hilton Head Plantation Company, Inc. to Central Electric Power Co-Operative, Inc., consisting of certain right-of-way containing 1.34 acres as shown in Plat Book 26 at Page 29, which said easement was executed May 6, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, on June 15, 1977, in Deed Book 249 at Page 721.
4. That certain easement from Hilton Head Plantation Company, Inc., to Central Electric Power Co-Operative, Inc., conveying certain rights-of-way as shown in Plat Book 23 at Page 183 which said easement was executed November 3, 1975, and recorded on November 13, 1975, in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 232 at Page 1353.
5. That certain Reciprocal Use Agreement between Hilton Head Plantation Company, Inc., and Sea Pines Plantation Company executed October 29, 1975, and recorded December 1, 1975, at 2:30 p.m. in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 232 at Page 2013.
6. Easement from Hilton Head Plantation Company, Inc., to Plantation Cablevision, Inc., conveying a non-exclusive easement along all roadways, utility easements and rights-of-way, which easement was executed November 28, 1978, and recorded December 4, 1978, at 2:30 p.m., in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 273 at Page 1891.

7. That certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with the land of Hilton Head Plantation Company Inc., known as Class "B" Covenants, dated December 6, 1974, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, on January 6, 1975, in Deed Book 225 at Page 2003.
8. Perpetual easement from Olin T. MacIntosh, Jr., and Fred C. Hack, as trustees, to the Central Electric Power Co-Operative, Inc., and the Palmetto Electric Co-Operative, Inc., over and to certain portions of a 7,297.04 acre tract, said easement being recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 179 at Page 63.
9. Beaufort County Real Property Taxes as may be applicable and taxes for subsequent years.
10. That certain Declaration of Covenants, Conditions, Restrictions, etc. of Skull Creek Development Company dated May 13, 1983, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 369 at Page 1299 et seq., as amended by that Assignment of Rights recorded in Deed Book 405 at Page 235 and that Supplemental Declaration recorded in Deed Book 413 at Page 204.
11. Grant of Easement from The Delta Group in favor of Village North Horizontal Property Regime recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 372 at Page 36 on June 24, 1983.
12. A reservation of a twenty foot (20') utility easement running parallel to Skull Creek Drive along the northeastern boundary of the property, all of which is more particularly shown on the plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 29 at Page 190. Plat Book 31 at Page 236 and Plat Book 32 at Page 213.
13. Easement Appurtenant from Skull Creek Holding Corp. in favor of Skull Creek Village-West, a South Carolina Limited Partnership, dated September 15, 1983, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 386 at Page 1279 on January 20, 1984.
14. Easement Appurtenant from Hilton Head Plantation Company, Inc. in favor of Skull Creek Village-West, a South Carolina Limited Partnership, dated September 15, 1983, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 386 at Page 1283 on January 20, 1984.
15. Temporary Grant of Easement from Skull Creek Holding Corp. in favor of Skull Creek Village-West, a South Carolina Limited Partnership, dated September 15, 1983, recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in

Deed Book 386 at Page 1274 on January 20, 1984, re-recorded in said Clerk's Office in Deed Book 387 at Page 1371 on February 6, 1984.

16. The property which is subject to these Covenants and Restrictions shall, as previously indicated in the above referenced Covenants and Restrictions be used and occupied for single-family dwelling units within multi-family residential areas in Hilton Head Plantation and shall not be utilized for purposes of time-sharing or interval ownership, licenses, leases or similar plans as those terms are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended.
17. Possible outstanding ownership of the State of South Carolina in that portion of the land, or in land lying beneath any fixture thereto, extending beyond the mean high water mark of Skull Creek.
18. Rights and jurisdiction vested in the South Carolina Coastal Council by law and by virtue of the South Carolina Coastal Council Permit No. 82-3C-022, as amended and assigned, including, without limitation, the powers of said agency to mandate the removal or modification of any docking facility constructed or to require the construction of restroom facilities pursuant to said Permit No. 82-3C-022.
19. Rights of the United States, or other governmental entities, if any, which rights may exist in addition to the right to permit dock construction and regulate uses, vested in the South Carolina Coastal Council and exercised in its issuance of Permit No. 82-3C-022, and also, rights of the public and other riparian owners in that portion of the land, or in land lying beneath any fixture thereto, extending beyond the mean high water mark of Skull Creek
20. Rights and jurisdiction vested in the United States of America by law and by virtue of The Department of Army Permit No. 82-3C-022, as amended and assigned, including the power of said Department to mandate the removal or modification of any docking facility constructed pursuant to said Permit No. 82-3C-022.
21. Setback lines, limitations or the right to build, rebuild or repair structures and all other matters as set forth in the South Carolina Coastal Zone Management Act, South Carolina Code Sections 48-39-10 et. seq., as amended.

EXHIBIT "C"

2316

SEA ISLAND ENGINEERING, INC.

P.O. Box 21568, HILTON HEAD ISLAND, S.C. 29925
803-681-3248

VILLAGES OF SKULL CREEK DOCK HORIZONTAL PROPERTY REGIME (II) PHASE 2

ENGINEER'S CERTIFICATE

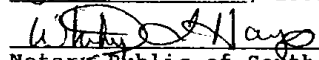
This is to certify that the Villages of Skull Creek Dock Horizontal Property Regime (II) Phase 2 consisting of thirteen (13) Boat Slips numbered and including 144 through 156 are built substantially in accordance with the site plans and plans for improvement attached to the Master Deed creating said Regime as Exhibit "C", to the best of my knowledge, information and belief, except for minor variations which are customary in projects of this nature. Said Master Deed has been recorded in the Office of the Clerk of Beaufort County, South Carolina, December 4, 1985.

By: 

Jay R. Owen, P.E.

S.C. Registration No. 11455

Certified to this 31 day of
December, 1991

 (L.S.)
Notary Public of South Carolina

My Commission Expires: Oct. 8, 2001



EXHIBIT "D"

VILLAGES OF SKULL CREEK DOCK HORIZONTAL PROPERTY REGIME (II)PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
AND VALUE FOR SOUTH CAROLINA STATUTORY PURPOSES

Boat Slip Number	Statutory Value Value/Slip	Percentage of Interest/Slip for Phases 1 and 2
130-137, Inclusive	15,000	2.95858
138 and 139	19,000	3.74753
140-143, Inclusive	15,000	2.95858
160-163, Inclusive	15,000	2.95858
164	19,000	3.74753
<u>Phase 1 Totals</u>	<u>297,000</u>	<u>58.58%</u>
144-156, Inclusive	16,153.84615	3.18616
<u>Phase 2 Totals</u>	<u>210,000.00</u>	<u>41.42%</u>
<u>Cumulative Totals</u>	<u>507,000.00</u>	<u>100.00%</u>

NOTICE: Units 157, 158 and 159 have not been constructed and are not a portion of the Regime.

NOTICE: These valuations are for purposes of The South Carolina Horizontal Property Act ONLY and should not be construed as actual market value of the Boat Slips.

25053 Buist, Moore
THURSDAY, JAN 12 1995
JAN 12 1995 /mle
01:12:16
EX 669 PG 2302

2318

FOLDER #
RECORDED THIS
OF January 12th 1995
IN BOOK 1195 PAGE
FEES Mary A. Gray PC

BUIST, MOORE, SMYTHE & MCGEE
ATRIUM NORTHWOOD OFFICE BUILDING
7301 RIVERS AVENUE
NORTH CHARLESTON, S. C. 29418