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**AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR DEER ISLAND, HILTON HEAD ISLAND, SOUTH CAROLINA AND
PROVISIONS FOR
DEER ISLAND OWNER'S ASSOCIATION, INC.**

WHEREAS, after written notice of this proposed agreement was sent to every owner of a lot at least thirty (30) days prior to the vote of the owners, an annual meeting was held at Hilton Head Island, South Carolina on March 31, 1989.

WHEREAS, a minimum of three-fourths (3/4) of the vote at the called meeting of the Association approved the Amendment of the Covenants and Restrictions recorded in Deed Book 193 at Page 1728; provided that such amendments shall not be binding upon nor affect any owner until the sixtieth (60th) day after the recording of this amendment in the records of the R.M.C. of Beaufort County, South Carolina.

NOW, THEREFORE, the Association declares that the real property described in Article II, and such additions thereto, is and shall be held transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens set forth in Deed Book 193 at Page 1728 in the Office of the R.M.C. for Beaufort County, South Carolina and as hereinafter amended.

ARTICLE VI

WILDLIFE PRESERVE AND OTHER COMMON PROPERTIES

Section 1. Deer Park That portion of the properties designated as "Deer Park" on the Plat of Deer Island recorded in

the Office of the R.M.C. of Beaufort County in Plat Book 19 at Page 107 is dedicated as a permanent wildlife preserve to be used for the preservation of deer, raccoons, squirrels, bird life, and other wildlife and for the enjoyment of human beings under the conditions and restrictions set out below:

- (a) No person may enter Deer Park except on foot or on pedal bicycles on the trail provided.
- (b) No trees or other vegetation may be cut or pruned and no improvements made of any nature.
- (c) Only owners and their guests shall have the right to enter and enjoy Deer Park.

Section II. Common Wood That property surrounding each of the Sea Loft Home Owners' personal lots of approximately fifty (50') feet x eighty (80') feet is subject to the covenants, conditions and restrictions set forth below:

- (a) The Common Wood shall not be subdivided by plat or deed.
- (b) Trees or other vegetation shall not be cut or pruned, but shall be left in its wild state for the benefits of wildlife.
- (c) All roads and bridges shall be maintained in a manner which will promote blending with both Deer Park and Common Wood areas.
- (d) Owners and their guests shall have the right to walk or stroll freely through the Common Wood.

Section III. Rules and Regulations To protect the dedicated and private properties the following are rules and regulations for the conduct and enjoyment of Deer Park and Common Wood. The following shall be observed and obeyed:

- (a) No loud vehicles or motorbikes shall cross the bridge not be allowed on Deer Island.
- (b) Sea Lofts are primarily designed for vacation short-stay usage and are not recommended for more than four (4) adults. Long term subleasing by tenants is prohibited.
- (c) Parking is limited to the asphalt area at each Sea Loft for, under normal conditions, not more than two (2) vehicles.
- (d) Formal landscaping is prohibited. Owners are encouraged to plant native wild plants and other foliage to blend with the present landscape.
- (e) No disturbance of the tranquility of these properties shall be permitted.
- (f) No vehicles shall be stored for any length of time. No vehicle repair is allowed except in an emergency.

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- (g) Pets must be restrained at all times so they are not offensive to owners, tenants or guests.
- (h) No garments, towels or similar distractions ("Christmas Tree" lights) shall hang from deck or railings.
- (i) No open fires or fireworks are permitted at any time.
- (j) No Sea Loft deck, railing or walkway in the immediate vicinity of a Sea Loft are to be left in a state of disrepair or clutter. Such disregard by owner or guest may be corrected by the managing agent at the expense of the owner, subsequent to a written notification to the owner of the unacceptable condition.
- (k) No owner, resident, or lessee may direct the work of an employee of the managing agent except in an emergency.
- (l) A working key to an entry door must be in the secured possession of the managing agent. (Masteller/Fraser and Associates).

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(m) It is the responsibility of the owner/owners of a Sea Loft to make these rules and regulations known to their agents or other parties that have access to their Sea Loft.

(n) Owners, their tenants and their guests, are held responsible by the board for compliance with these restrictions. These rules and regulations are the minimum restrictions necessary for the enjoyment of the properties that are adopted and published by the Board of Directors in accordance with the Association. In the event of a serious violation, breach or non-compliance with the restrictions contained herein by any lot owner or agent of such owner, including guests and tenants, they shall be subject to legal actions to compel compliance.

All other Articles of the Declaration of Covenants and Restrictions remain unchanged as to their terms and effect. Should the amendment of Article VI conflict with any other articles, then this amendment shall control.

IN WITNESS WHEREOF, THE SEA PINES DEER ISLAND OWNERS' ASSOCIATION, INC., A South Carolina non-profit corporation has caused this instrument to be executed on December 8, 1989, by its President and attested by its Secretary, pursuant to the majority vote of owners at its annual meeting held on March 31, 1989.

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WITNESSES:

SEA PINES DEER ISLAND OWNERS' ASSOCIATION, INC.

Lois Masteller

By Frank E. Zimmerman Jr.
As its President

Kelly J. Munson

By: Joan Cascio
As its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Lois Masteller and made oath that he/she saw the within named Frank E. Zimmerman, Jr. and Joan Cascio sign, seal and as their act and deed, deliver the within-written instrument, and that he/she with Kelly J. Munson witnessed the execution thereof.

Kelly J. Munson
Witness

SWORN to before me
this 8th day of December, 1989

Karon A. Becker (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-13-1999

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Thomas A. Grady
REGISTER OF MESNE CONVEYANCES MB