OF

WOODLAKE VILLAS HORIZONTAL PROPERTY REGIME

- 1. The grassy areas and walkways in front of the buildings and entranceways to the Units shall not be obstructed or used for any purpose other than ingress and egress.
- 2. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the Units.
- 3. No bicycles, scooters, baby carriages, or similar vehicles or toys, or other personal articles shall be allowed to stand in any of the Common Area.
- 4. No Owner shall make or permit any noise that will disturb or annoy the occupants of any of the Units in the Project or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
- 5. Each Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows whereof, any dirt or other substance.
- 6. No shades, awnings, window guards, ventilators, fans. or air conditioning devices shall be used in or about any buildings except such as shall have been approved by the Board of Directors.
- 7. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct.
- 8. Bathroom facilities and other water apparatus in any buildings shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown in to the same. Any damage resulting from misuse of any bathroom facility or other apparatus shall be paid for by the Owner in whose Unit thall have been caused.
- 9. No Owner shall send any employee of the property manager out of the Project on any private business of the Owner.

- 10. No bird or animal shall be kept or harbored in the Project unless the same in each instance be expressly permitted in writing by the Board of Directors. In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leach. The Owner shall indemnify the Association and the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project.
- 11. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors.

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- 12. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shell fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
- 13. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.
- 14. The Board of Directors, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Directors. In such case consent is given, the Owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the Unit.
 - 15. All persons will obey the posted parking regulations.
- 16. All damage to the Common Area or Limited Common Area caused by the moving or carrying of any article therein shall be paid by the Owner responsible for the presence of such article.
- 17. Water shall not be left running any unreasonable or unnecessary length of time.
- 18. No Owner shall use or permit to be brought into the Project any inflammable oils or fluids such as gasoline, kerosene, napths, or benzine, or other explosives or articles deemed extra hazardous to life, limb, or property, without in each case obtaining written consent of the Board of Directors.

- 19. The Owners shall not be allowed to put their names on any entry of the Project, except is the proper places provided for such purpose.
- 20. The Owners shall close all windows while their Units are unattended to avoid possible damage from storm, rain, freezing or other elements.
- 21. The swimming pool may be used by residents in Units and their guests. The Board of Directors may charge for the use of the swimming pool by anyone not residing in a Unit and may restrict the number of guests that may use the swimming pool. All persons must abide by the swimming pool rules promulgated by the Board of Directors as posted in the pool area.
- 22. Draperies or curtains must be installed by each Unit Owner on all windows of his Unit and must be maintained in such windows at all times. No blinds may be installed or used without draperies. The color of the portion of such draperies. blinds, or curtains visible from the exterior shall be white.
- 23. Any Owner wishing to plant flowers, trees, or shrubs outside of his patic area must obtain written permission from the Board of Directors before doing so.

- 24. Complaints regarding the management of the Units and grounds or regarding actions of other Owners shall be made in writing to the Board of Directors.
- 25. Any consent or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time.
- 26. These Rules and Regulations may be added to or repealed at any time by the Board of Directors.

- 1. The swimming pool and swimming pool area are for the use of the persons residing in the Project and their invited quests.
- 2. All guests must be accompanied by a resident at all times.
- 3. Residents are reminded that they are responsible for the conduct of their guests at all times.
- 4. There are no life guards on duty and each and every person utilizing the swimming pool does so at their own risk. Adults shall have full and complete responsibility for all children under their control.
- 5. Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal, or ear discharges, or any communicable disease shall be excluded from the pool.
- 6. No boisterous or rough play, except supervised water sports, is permitted in the pool on diving board, or in the pool area.
- 7. Spitting, spouting water, and blowing nose in the pool, etc., are prohibited.
- 8. Solo swimming (swimming alone when no other person is in the immediate pool area) is prohibited.
 - 9. Double bounding on diving board is prohibited.
 - 10. No horseplay . . . No running . . . Please walk.
- 11. The use of glassware or glass bottles, etc., in the pool area is prohibited.
 - 12. Please observe swimming hours as posted.
- 13. All individuals will take a shower in their Units or in facilities provided for that purpose before entering the swimming pool and will provide their own towels.
 - 14. Attire will conform to conventional swimming suits,

- 15. It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.
- 16. Tobacco, beverages, or food will not be taken within eight feet of the swimming pool.
 - 17. No children in diapers will be allowed in the pool.
 - 18. No pets are allowed in the swimming pool.

WOODLAKE VILLAS HORIZONTAL PROPERTY REGIME TENNIS COURT REGULATIONS AND ADMINISTRATION

- 1. The tennis courts and tennis court area are for the use of the persons residing in the Project and their invited guests.
- 2. All guests must be accompanied by a resident at all times.
- 3. Residents are reminded that they are responsible for the conduct of their guests at all times.
- 4. Each and every person utilizing the tennis court does so at their own risk. Adults shall have full and complete responsibility for all children under their control.
- 5. The use of glassware or glass bottles, etc., in the tennis court area is prohibited.
 - 6. Please observe tennis hours as posted.
 - 7. Attire will conform to conventional tennis wear.
- 8. It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness in the tennis court area.
- 9. Tobacco, beverages, or food will not be taken onto the tennis courts.

EXHIBIT J

STATE	OF	SOUTH	CAROLINA))	APART	MENT UNIT	DEED	142
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(These Paragraphs for Developer's deeds only)

[RESERVING, however, to the Grantor, its successors and assigns,] assignees, successors in title and lessees, the following:

- 1. Nonexclusive perpetual easements and rights of way, in common with others, for access, ingress and egress, on foot or by vehicle of any kind, and for all purposes. On, over and along portions of the property herein conveyed to the Grantee, said property being more fully shown as the roads on that certain plat prepared by Coastal Surveying Co., Inc., dated December 30, 1981, last revised March 7, 1983, and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book at Page
- 2. Nonexclusive perpetual easements and rights of way for the installation, maintenance and use of water, sewer, electrical, drainage and telephone lines and facilities on, over and along the property herein conveyed to the Grantee, provided, however, the location of such easements and rights of way shall not materially interfere with the Grantee's use of the property herein conveyed; and
- 3. Nonexclusive perpetual easements and rights of way to connect with and make use of, and the right, but not the obligation, to maintain, repair and replace, all utility lines, pipes, conduits and facilities in connection therewith located on the property herein conveyed to the Grantee.

The easements and rights of way herein reserved shall run with the land, have a terminus on the Adjoining Property of Grantor, are appurtenant to the Adjoining Property of Grantor and are essential and necessary to the enjoyment of Grantor's Adjoining Property. For the purposes of this Apartment Unit Deed, Adjoining Property shall be deemed to be the property shown as Phase II. Phase III and Phase IV on the plat referred to hereinabove.

The easements and rights of way herein reserved shall be automatically entinguished as to each parcel (Phase II property, Phase III property and Phase IV property) at such time as the Grantor submits, if at all, said parcel or parcels to the Regime.

This conveyance is made subject to the following:

- (1) Real Estate taxes for the current year and all future years;
- (2) Conditions, restrictions, limitations and essements of record;
- (3) The Master Deed and Exhibits attached thereto, including all benefits and obligations of ownership of an Apartment Unit in the Regime as provided in the Act and the Master Deed and Exhibits attached thereto; and
- (4) Applicable governmental regulations, including zoning laws, as may be imposed upon the Project from time to time.

TOGETHER WITH the rights, members, hereditaments and appurtenances to the Apartment Unit belonging or in any way incident or appurtaining thereto:

IN ACCEPTING THIS DEED, the Grantee herein expressly acknowledges and agrees that:

- (1) This conveyance is subject in every respect to the Master Deed and Exhibits attached thereto, as amended from time to time.
- (2) The Grantee shall be bound by all terms and conditions of the Master Deed and Exhibits, as amended, in particular obligations to pay Assessments levied against the Grantee and the above described Apartment Unit from time to time by the Association.
- (3) The Directors of the Association, and each of them, are appointed his due and lawful attorneys-in-fact, with full power of substitution, for purposes of negotiating, settling and otherwise dealing in all respects with (1) all insurers of the Regime in the event of damage, destruction or other costs; and (ii) any condemning authority in the event of any taking under a power of condemnation or eminent domain; all as wore fully provided in the Master Deed.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto said Grantee, his heirs and assigns forever.

Subject to the conditions and reservations set forth hereinabove. Grantor does hereby bind himself and his successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, his heirs and assigns, against the Grantor and his heirs and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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BEAUFORT COUNTY DEVELOPMENT STANDARDS

- FINAL PLAN APPROVAL -

This is to certify that the Beaufort County Joint Planning Commission has found the site plan shown hereon to be in compliance with the Beaufort County Development Standa ds Ordinance and has authorized issurance of a development permit.

Date of Planning Commission approval 6/2//82

Development Perroit # 0433

Certified by Stage 75

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EXHIBIT K

LEGAL DESCRIPTION OF PHASE II LAND

1427

WOODLAKE VILLAS HORIZONTAL PROPERTY REGIME

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.54 acres, and being more fully shown as Phase II on a plat prepared by Coastal Surveying Co., Inc., dated December 30, 1981, last revised March 7, 1983, and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book of the Clerk of County in Plat Book of County in Plat Book

The above described property is a portion of the property conveyed to Woodlake Villas - Place West Limited Partnership by deed of Sentry Engineering & Construction, Inc., dated February 13, 1982, and recorded in the Office of the Clerk of Court for Beaufort County in Deed Book 341 at Page 1884.

LEGAL DESCRIPTION OF PHASE III LAND

WOODLAKE VILLAS HORIZONTAL PROPERTY REGIME

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.22 acres, and being more fully shown as Phase III on a plat prepared by Coastal Surveying Co., Inc., dated December 30, 1981, last revised March 7, 1983, and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 3/ at Page 66; said property being bounded on the east by property of Hilton Head Terrace, on the south by property of Hilton Tead Terrace and Phase IV (6.66 acres), on the west by property of Lynn Smith, and on the north by Phase II (6.54 acres) and Phase I (8.58 acres), and having such courses, metes, measurements, and boundaries as shown on the aforesaid plat which is incorporated herein by reference.

The above described property is a portion of the property conveyed to Woodlake Villas - Place West Limited Partnership by deed of Sentry Engineering & Construction, Inc., dated February 13, 1982, and recorded in the Office of the Clerk of Court for Beaufort County in Deed Book 341 at page 1884.

LEGAL DESCRIPTION OF PHASE IV LAND

WOODLAKE VILLAS HORIZONTAL PROPERTY REGIME

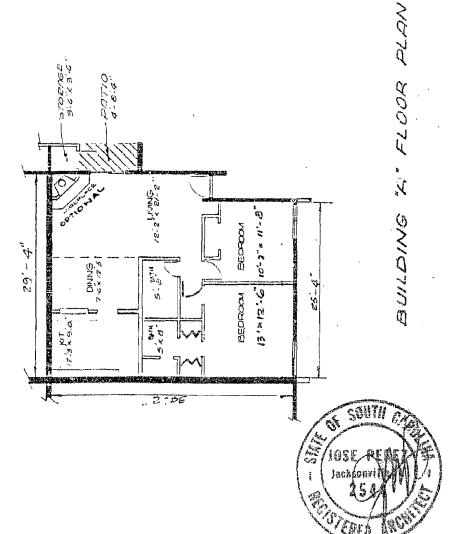
ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.66 acres, and being more fully shown as Phase IV on a plat prepared by Coastal Surveying Co., Inc., dated December 30, 1981, last revised March 7, 1983, and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book of the Clerk of Court for Beaufort County in Plat Book of the Page of the State property being bounded on the east by property of Hilton Head Terrace, on the south by property N/F of Lynn Smith, and on the north by Phase III (6.22 acres) and having such courses, metes, measurements, and boundaries as shown on the aforesaid plat which is incorporated herein by reference.

The above described property is a portion of the property conveyed to Woodlake Villas - Place West Limited Partnership by deed of Sentry Engineering & Construction, Inc., dated February 13, 1982, and recorded in the Office of the Clerk of Court for Beaufort County in Deed Book 341 at page 1884.

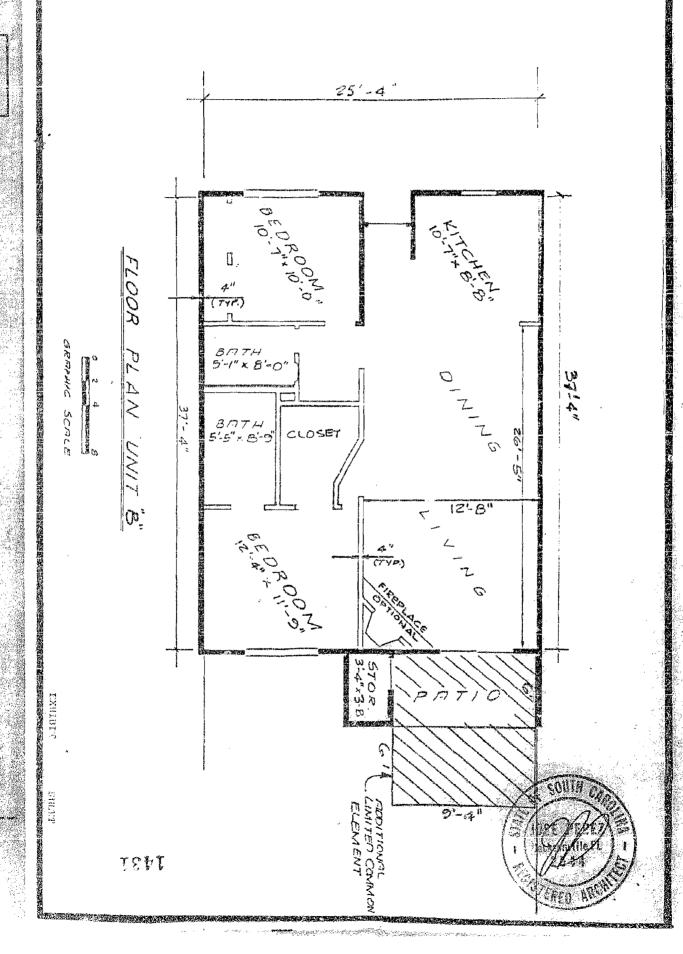
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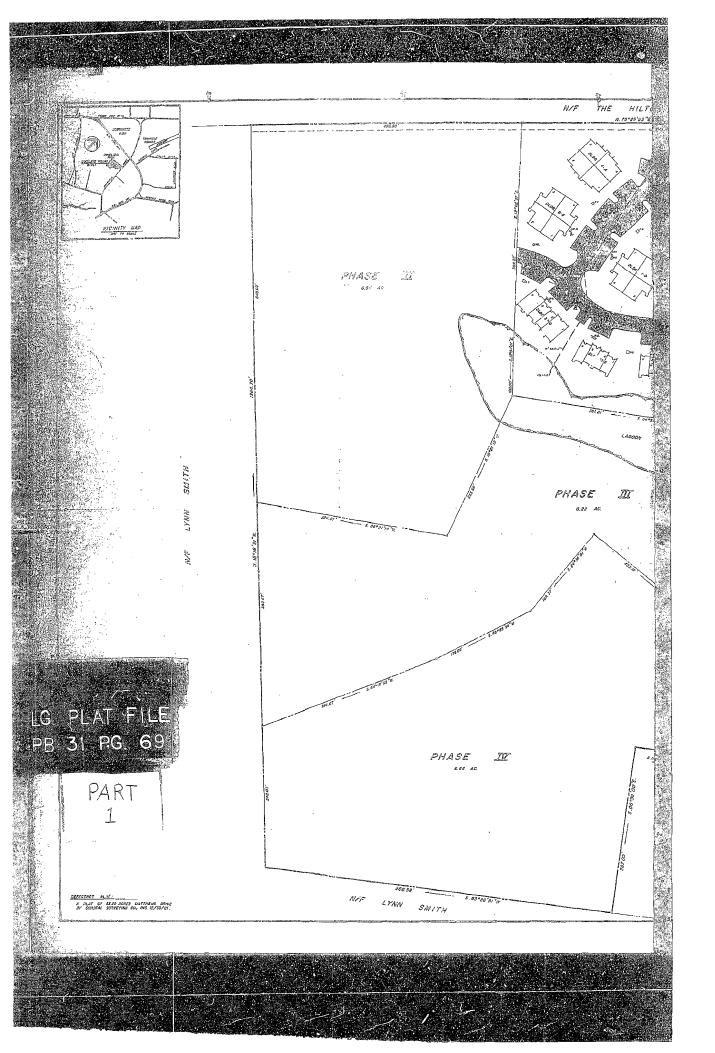


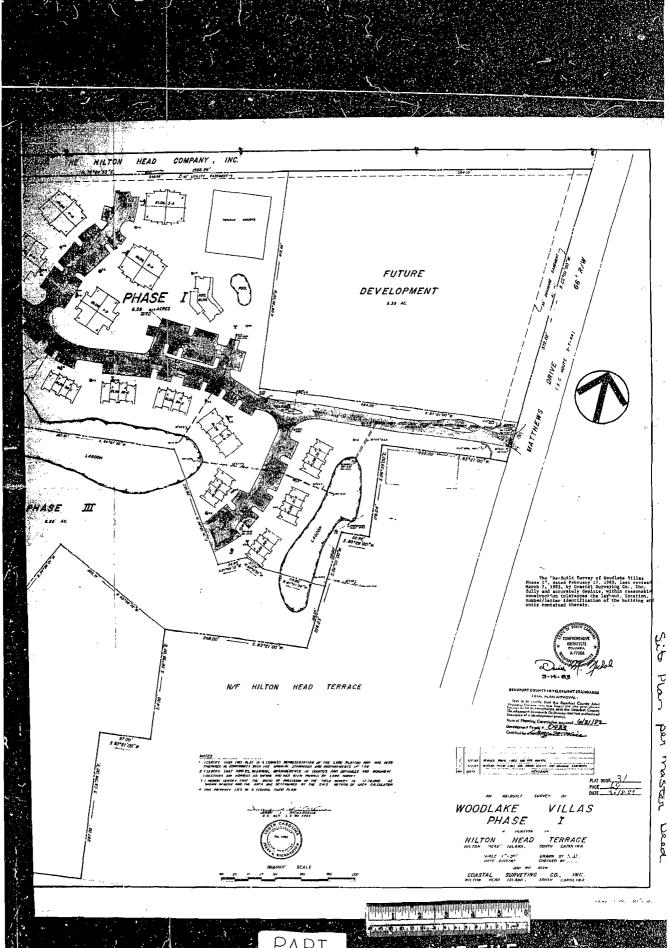
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PART 2

