

STATE OF SOUTH CAROLINA) COVENANTS, DECLARATIONS AND RESTRICTIONS
) FOR PRESTWICK COURT,
) HILTON HEAD PLANTATION
 COUNTY OF BEAUFORT) HILTON HEAD ISLAND, SOUTH CAROLINA

710

WHEREAS, PRESTWICK DEVELOPMENT, INC. (hereinafter referred to as "Company") is the owner of certain lands located in Hilton Head Plantation on Hilton Head Island, Beaufort County, South Carolina, described and known as "Prestwick Court" as shown on a plat thereof recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 34 at Page 147; and

WHEREAS, Company is desirous of imposing certain restrictive covenants to run with said lands as described above, to which said lands these restrictions are hereby made applicable, and, further, that the proper officers of Company wish to execute this document on behalf of Company to accomplish the desired purpose; and

WHEREAS, Company now wishes to declare and establish this document as restrictive covenants in addition to any other covenants and restrictions affecting the above-described lands in Hilton Head Plantation.

NOW, THEREFORE, Prestwick Development, Inc. does hereby declare that the covenants contained herein shall be covenants running with the land described in Exhibit A, attached hereto and made a part hereof.

ARTICLE I DEFINITIONS

1. Assessment means the share of the Common Expenses of an owner assessed against said owner and his Homesite, from time to time, by Association in the manner hereinafter provided.

2. Amended and Restated Declaration means that certain Amended and Restated Declaration of Covenants and Restrictions of the Hilton Head Plantation Property Owners' Association and Hilton Head Plantation Company, Inc. dated March 23, 1983 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 367 at Page 656 and all amendments thereto.

3. Association shall mean Prestwick Court Owners Association, Inc., an association in which all owners of individual lots within the Property, as more particularly set forth herein, are automatically members by virtue of such lot ownership with each lot being entitled to one vote in the affairs of such association.

4. Class "C" Covenants means that certain Declarations of Rights, Restrictions, Affirmative Obligations, Conditions, Etc., recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 463 at Page 1514 and amendments thereto.

5. Company means Prestwick Development, Inc., its successors or assigns.

6. Common Expenses shall mean the assessments chargeable to and payable by all Record Owners for the maintenance, care, repair, etc., for the landscaping of the roadways, open space and other similar common areas within Prestwick Court.

7. Homesite shall mean each single family housing lot and improvements located upon individual lots within Prestwick Court, each completely detached.

8. Prestwick Court shall mean the real estate development subdivided upon the Property as described above and consisting of lots, entranceways, streets and open spaces.

9. Property is herein defined as the real estate described in Exhibit "A".

10. Property Owners' Association shall mean Hilton Head Plantation Property Owners Association, Inc., a South Carolina corporation as described in that certain Amended and Restated Declaration of Covenants and Restrictions of the Hilton Head Plantation Property Owners Association and Hilton Head Plantation Company, Inc., dated March 28, 1983, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 367 at Page 656 and all amendments thereto.

11. Record Owner shall mean the owner, whether one or more persons, whether artificial or natural, of the fee simple title or estate for years in and to any Homesite within the Property excluding, however, those persons having such interest merely as security for the performance of an obligation.

ARTICLE II PURPOSE AND GENERAL

The sole purpose of Association shall be to manage and maintain the grounds and landscaping upon the Homesites within Prestwick Court, along rights-of-way of the street known as "Prestwick Court" and along and across other common areas within the Property which include the "Open Space" areas containing 0.644 acres, all as shown on the plat recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 34 at Page 147.

The within restrictions shall be an addition to the Class "C" Covenants as well as the Amended and Restated Declaration.

It shall be the responsibility of each Record Owner to maintain and keep in good repair and maintenance the dwelling (interior and exterior) and all structural improvements on his Homesite. It is also the responsibility of each Record Owner to maintain and keep in good repair the back yards (the area of the Homesites on the side of the houses opposite Prestwick Court Road). In the event the Record Owner does not maintain and keep in good repair and condition said dwelling and improvements, Association shall have

the right to order any unsightly, dangerous or unkept condition to be corrected within ten (10) days from the date of written notice, return receipt requested, mailed to the Record Owner thereof causing said condition. Should the required action not be taken by said Record Owner within the said ten (10) day period described above, Association may, at the Record Owners' sufferance, enter upon any Homesite and correct the unsightly, unkept or poorly maintained or unrepaired conditions, and shall then have the right to charge the offending Record Owner for the actual cost of correcting said condition. Association shall have the additional right to add to the amount so expended, interest at the rate of one and one-half (1-1/2%) percent per month from the date of demand for payment until time of payment, including the right to recover all costs of collection, including reasonable attorney's fees and court costs, and such amount shall be a lien upon the offending Homesite and collectible in accordance with the provisions of ARTICLE V of these Covenants.

ARTICLE III THE PRESTWICK OWNERS ASSOCIATION

1. Within one (1) year of the conveyance of the first Homesite to a Record Owner, Association, an eleemosynary association to be hereinafter incorporated under the laws of the State of South Carolina, shall hold its first post-incorporation meeting. Notice of said meeting shall be promulgated by the Company by certified mail, return receipt requested, notifying the Record Owners at least thirty (30) days in advance of the time and place of the organizational meeting of Association. Such meeting shall be held at a reasonably convenient hour at a location within Hilton Head Plantation.

2. Association shall consist of all Record Owners of Homesites in Prestwick Court. Each Record Owner shall automatically be a member of said Association, shall have an equal interest therein, and shall be entitled to one (1) vote for each lot owned at said post-incorporation meeting and other meetings of Association. Upon the conveyance of a Homesite, the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then automatically become a member of said Association by virtue of this ownership of a Homesite.

3. The method of governance of Association subsequent to the initial post-incorporation meeting as described above shall be as determined by the members. However, Property Owners' Association, as defined in ARTICLE I hereof, shall be empowered with the right to disapprove any procedure or action inconsistent with these Covenants. Nothing herein, however, shall require Property Owners' Association to exert any such action.

4. Association shall have and is hereby granted the reasonable right and easement to come upon any Homesite for the purpose of performing the maintenance or corrective actions herein contemplated and the entry pursuant to such right and easement shall not be deemed a trespass.

ARTICLE IV
REQUIREMENTS FOR CONSTRUCTION

The approvals required by the Class "C" Covenants shall be the requirement for construction within the Property and shall be applicable to all individual construction upon Homesites within the Property.

ARTICLE V
DETERMINATION OF COMMON EXPENSES
AND COLLECTION OF ASSESSMENTS

1. Association shall, from time to time, but at least annually, prepare a budget for the operation and maintenance of the landscaping located in the front yards (the area of the Homesites on the side of the houses facing Prestwick Court Road) and along rights-of-way and other common areas within Prestwick Court, and shall likewise determine the amount of the Assessments payable by the Record Owners to meet the current expenses of Association.
2. Prestwick Court Owners Association shall advise all Record Owners, annually, in writing, of the amount of Common Expenses payable by each of them, respectively, assessed against each individual Homesite, as determined by the association budget, as aforesaid, and shall furnish copies of such budget, as aforesaid, and shall furnish copies of such budget to all Record Owners. The Common Expenses so assessed against the Record Owners shall be a lien on each said Record Owner's individual Homesite(s).
3. All Record Owners shall be obligated to pay the Common Expenses assessed by Association on a monthly basis or at such other time or times as Association may determine. Association may authorize Common Expenses to be collected by a managing agent.
4. No Record Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Homesite.
5. No Record Owner shall be liable for the payment of any part of the Common Expenses assessed subsequent to a sale, transfer or other conveyance of his Homesite.
6. A purchaser or grantee of the Homesite shall be jointly and severally liable with the seller thereof for the payment of Common Expenses assessed against said Homesite prior to the acquisition or conveyance of such Homesite, without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's and seller's liability for Common Expenses assessed prior to the acquisition or conveyance of such Homesite shall not be in excess of the amount set forth in a statement provided under Paragraph 7 herein. A mortgagee or other purchaser of a Homesite at a foreclosure sale of a Homesite shall not be liable for, and such Homesite shall not be subject to a lien for, the payment of Common Expenses assessed prior to the foreclosure sale. Such unpaid Common Expenses shall then be deemed to be Common Expenses

collectible from all of the Record Owners, including such purchaser, his successors and assigns.

7. Association or its management agent shall promptly provide any Record Owner or grantee or prospective grantee or purchaser so requesting the same in writing, a written statement of all unpaid Common Expenses or other Assessments due from such Record Owner.

8. Association shall assess Common Expenses against the Record Owners, from time to time, either monthly, quarterly, or at least annually, and shall take prompt action to collect any Common Expenses due from any Record Owner which remain unpaid for more than sixty (60) days from the due date for payment thereof. Any Record Owner who fails to pay such Assessment within said sixty (60) day period shall be considered in default.

9. In the event of default by any Record Owner in paying to Association the Common Expenses assessed against him, said Record Owner shall be obligated to pay a late charge at the rate of one and one-half percent (1-1/2%) per month from the date of demand for payment until time of payment and shall also be liable for all costs of collection, including reasonable attorney's fees, and court costs incurred by Association in any proceeding brought to collect such unpaid Common Expenses. Association shall have the right and duty to attempt to recover such unpaid Common Expenses and all expenses of collection.

10. Association shall have the right to foreclose its lien for unpaid Common Expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of mortgages on real property.

11. Association, acting on behalf of all Record Owners, shall have the power to purchase such Homesite at any said foreclosure sale and to acquire, hold, lease mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.

12. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable by Association without first foreclosing or waiving its lien for unpaid Common Expenses.

ARTICLE VI EASEMENTS

1. The Association is hereby granted a non-exclusive easement to maintain the landscaping located in the front yards of each Homesite.

2. Each Record Owner is hereby granted a non-exclusive easement to plant shrubs or plants similar to ivy which will grow along and on the privacy walls and sides of the houses which are located on his neighbor's lot line. This non-exclusive easement extends only to the side of a Record Owner's neighbor's house which is located on the lot line and the side of the house that contains no windows or doors. Each Record Owner may trim or remove any ivy or similar plant which is or may cause damage to such Record

Owner's house or which is or may interfere with such Record Owner's use and enjoyment of his house.

3. A non-exclusive easement is hereby granted for the Prestwick Court entry gates/walls which are partially located on Lots 1 and 15 of the Prestwick Court Subdivision. The Association shall also have a non-exclusive easement over Lots 1 and 15 of the Prestwick Court Subdivision for the maintenance and/or replacement of the Prestwick Court entry gates/walls. Neither the Company nor the Association may change the size or location of the entry gates/walls without the written consent of the Record Owners of Lots 1 and 15 of the Prestwick Court Subdivision.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved over, under and across the Common Areas, for the use by Company, utility companies and public agencies in connection with this development.

5. If any improvements on any lot now encroach on any portion of the Common Area or the adjacent lots, or if any such encroachment shall occur hereafter as a result of (a) settling of any improvements; or (b) repair or reconstruction of a house on a Homesite following damage by fire or other casualty, a valid easement shall exist for such encroachment and for the maintenance of same.

ARTICLE VII
ADDITIONS, LIMITATIONS, DURATION
AND VIOLATION OF COVENANTS

1. The within covenants, restrictions and affirmative obligations shall run with the land and shall be binding upon all parties and persons claiming by or under them, including, but not limited to, the successors and assigns, if any, of Company, for a period of twenty-five (25) years from the execution date of this document. All such covenants, restrictions and affirmative obligations shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Record Owners has been recorded agreeing to change said covenants in whole or in part. Any owner who owns more than one (1) lot shall have the number of votes equal to the total number of lots owned by said owner at the time of execution of said instrument.

2. In the event of a violation or breach of any of the covenants, restrictions and affirmative obligations contained herein by anyone, the Record Owners, or any of them, jointly or severally, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof, and to prevent future violations or breaches. In addition to the foregoing, Association and Property Owners' Association shall have the same rights to proceed at law or in equity but shall not be deemed to have any affirmative obligations with respect to enforcement of the within restrictive covenants.

3. The invalidation by any Court of any provision or portion of these covenants shall in no way affect any of the other provisions or portions and the remaining portions hereof shall remain in full force and effect.

4. Any amendments, modifications or changes of the covenants shall occur only upon the vote of at least two-thirds (2/3) of the Record Owners of lots in the Property and any owner who owns more than one (1) lot shall have the number of votes equal to the total number of lots owned by said owner at the time of the vote.

5. The Hilton Head Plantation Property Owners Association, Inc. and Hilton Head Plantation Partnership have established and published certain covenants and land use restrictions affecting properties in Hilton Head Plantation which are herein described as the Amended and Restated Declaration. These Covenants shall be construed and interpreted to be supplementary and complementary to said Amended and Restated Declaration and these Covenants, said Amended and Restated Declaration shall be controlling.

The within document dated this 1st day of July, 1987.

WITNESSES:

[Signature]
Margaret B. Luekey

PRESTWICK DEVELOPMENT, INC.

By: Robert W. Gerhart
Robert W. Gerhart
Its President

Attest: [Signature]
Mauricio Schulz
Its Secretary

[Signature]
Margaret B. Luekey

PRESTWICK COURT OWNERS
ASSOCIATION, INC.

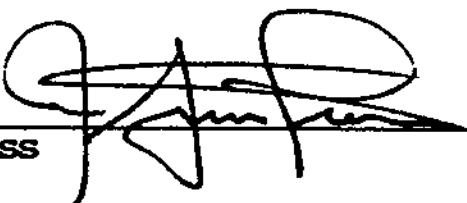
By: Robert W. Gerhart
Robert W. Gerhart
Incorporator/Petitioner

By: [Signature]
Mauricio Schulz
Incorporator/Petitioner

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named PRESTWICK DEVELOPMENT, INC., by Robert W. Gerhart, its President, and attested by Mauricio Schulz, its Secretary, sign, seal and as its act and deed deliver the foregoing Covenants, Declarations and Restrictions for Prestwick Court^C, and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

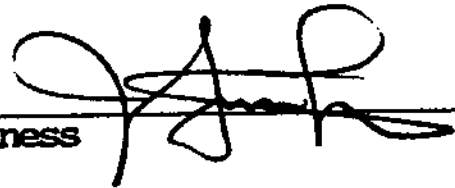
Witness 


SWORN to and subscribed before me
this 1st day of July, 1987
Margaret B. Luckey (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/2/88

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named PRESTWICK COURT OWNERS ASSOCIATION, INC., by Robert W. Gerhart and Mauricio Schulz, its Incorporators/Petitioners, sign, seal and as its act and deed deliver the foregoing Covenants, Declarations and Restrictions for Prestwick Court, and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Witness 

SWORN to and subscribed before me
this 16th day of July, 1987
 (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/2/88

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EXHIBIT "A"

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, desingated as "Block Z" as shown on that certain plat of survey entitled "A Plat of Block "Z", A Portion of Hilton Head Plantation," dated November 6, 1986, prepared by Thomas & Hutton Engineering Company, William G. Foster, South Carolina Reg. Land Surveyor #2753, and recorded in the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book 34 at Page 72. For a more detailed description, reference may be had to the above-referenced plat of record.

FILED AT
11:50
JUL 13 1987
FLOYD DALTON
REGISTER OF MESNE CONVEYANCES
McNair
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