

PREPARED WITHOUT THE BENEFIT OF TITLE BY:  
FINGER, MELNICK & BROOKS, P.A.  
Attn: E. Richardson LaBruce  
35 Hospital Center Common, Suite 200  
Hilton Head Island, South Carolina 29926

STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF BEAUFORT ) DECLARATION OF COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS FOR  
 ) THE HILTON HEAD BEACH & TENNIS  
 ) PRESERVATION TRACT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HILTON HEAD BEACH & TENNIS PRESERVATION TRACT is made this ~~15<sup>th</sup>~~ day of January, 2020, by HHB&T Convention Center, Inc., a South Carolina corporation.

WHEREAS, HHB&T Convention Center, Inc., a corporation incorporated and existing under the laws of the State of South Carolina (herein sometimes, the “**Declarant**”) is the owner of that certain 0.97 acre tract of real property located on Hilton Head Island, Beaufort County, South Carolina, as shown on the plat thereof recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 121 at Page 71, and more specifically set forth on EXHIBIT “A” hereto; and,

WHEREAS, the Declarant, as the record owner of the Property further defined and referenced herein, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall operation, use, administration, maintenance and preservation of the Property for the benefit of the Members and Owners of Units within the Regimes, as defined herein; and,

WHEREAS, an integral part of the Declarant’s development plan is the creation of the HHB&T PROPERTY OWNERS ASSOCIATION, INC., a nonprofit association whose membership shall consist of the three nonprofit corporations that have been established to operate and manage the three horizontal property regimes located in Hilton Head Beach & Tennis Resort, and which Association shall operate and maintain the Property and administer and enforce this Declaration and any other governing documents of the Association.

NOW, THEREFORE, HHB&T Convention Center, Inc., does hereby adopt this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HILTON HEAD BEACH & TENNIS PRESERVATION TRACT and Bylaws attached hereto and authorizes the recording thereof in the Office of the Register of Deeds for Beaufort County, South Carolina.

**ARTICLE I:**  
**THE PROPERTY**

Section 1.1. Property Description. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration, is described in EXHIBIT “A” to this Declaration, as may be amended from time to time.

Section 1.2. Binding Effect. All property described on EXHIBIT “A” hereto and any additional property which is made a part of the Hilton Head Beach & Tennis Preservation Tract in the future

by the filing of one or more Supplemental Declarations in the Office of the Register of Deeds for Beaufort County, South Carolina, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, as well as the occupants of any Unit and their guests and invitees.

**ARTICLE II:**  
**DEFINITIONS**

Section 2.1. Definitions. The following words and terms, when used in these Covenants, unless the context clearly shall indicate otherwise, shall have the following meanings:

(a) “**Act**” means the Horizontal Property Act of South Carolina, *South Carolina Code of Laws* (1976), Sections 27-31-10, *et seq.*, and as may be further amended from time to time.

(b) “**Association**” shall mean and refer to the HHB&T PROPERTY OWNERS ASSOCIATION, INC., a South Carolina not-for-profit corporation.

(c) “**Board of Directors**” or “**Board**” shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(d) “**Bylaws**” or “**Bylaws of the Association**” shall mean the Bylaws of HHB&T PROPERTY OWNERS ASSOCIATION, INC. attached hereto as EXHIBIT “B” and by this specific reference made a part hereof, as amended from time to time.

(e) “**Common Property**” shall mean all real and personal property which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Members (without regard to legal ownership).

(f) “**HHB&T Preservation Tract**” shall mean the Property and any additional real property that is hereafter made subject to this Declaration.

(g) “**Member**” shall mean and refer to one or more of the Council of Co-Owners incorporated under South Carolina law and in accordance with the Act that operates, administers and manages one or more of the Regimes. The three Members of the Association are:

- (1) Admirals Row Owners Association, Inc.;
- (2) Ocean Villas Owners Association, Inc. of Hilton Head; and,
- (3) Tennis Villas Owners Association, Inc.

(h) “**Owner**” shall mean and refer to one or more Persons who or which own fee simple title to any Unit within a Regime, excluding, however, those persons having such an interest under a mortgage. Owner shall not mean or refer to a mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term Owner mean or refer to any lessee or tenant of the Owner.

(i) “**Person**” shall mean a natural person, corporation, partnership, trustee or any other legal entity.

(j) “**Property**” shall mean the real property described in Exhibit “**A**” hereto, together with such additional property as may be subjected to this Declaration.

(j) “**Regime**” shall mean one of the three horizontal property regimes created pursuant to the Act and located within Hilton Head Beach & Tennis Resort. The three Regimes within Hilton Head Beach & Tennis Resort are as follows:

(1) Admirals’ Row Horizontal Property Regime, as established by that certain *Master Deed of Admirals Row Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 343 at Page 1599, as amended;

(2) Hilton Head Island Beach and Tennis Resort Phase I Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Phase I Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 315 at Page 1, as amended; and,

(3) Hilton Head Island Beach and Tennis Resort Tennis Villas Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Tennis Villas Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 318 at Page 1427, as amended.

(k) “**Unit**” shall mean a portion of one or more of the Regimes, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached residence for a single family, and as defined as a “Unit” or an “Apartment” within the respective master deed for that Regime.

(l) “**Use Restrictions and Rules**” shall mean the initial use restrictions and rules of the Association, as set forth on EXHIBIT “C” hereto, as they may be supplemented, modified and/or repealed pursuant to this Declaration.

### **ARTICLE III** **USE RESTRICTIONS AND RULES**

Section 3.1: Plan of Development. Declarant has established a general plan of development for the Property in order to enhance all Owners’ quality of life and collective interests, the aesthetics and environment within the Hilton Head Beach & Tennis Resort and the vitality of and sense to changes in circumstances, conditions, needs and desires within the community. The Property is subject to the restrictions promulgated by the Declarant, the Board and/or the Members pursuant to this Article; the guidelines, rules, and restrictions promulgated by the Declarant, the Board and/or the Members pursuant to this Article; and, the other provisions of this Declaration and any other governing documents of one or more Regimes which govern individual conduct and uses of or actions upon the property of Hilton Head Beach & Tennis Resort, all of which establish affirmative and negative covenants, easements and restrictions on the Property.

Section 3.2: Restrictions Binding. All provisions of the Declaration, the Bylaws, and

any and all other governing documents of the Association, including any Use Restrictions and Rules, shall apply to all Members, and all Owners, tenants, occupants, guests and invitees of any Unit by virtue of the Owners' membership within its respective Member. Each Member acknowledges and agrees on behalf of its individual members that the violation of this Declaration, the Bylaws and the Use Restrictions and Rules by any Owner, tenant, occupant, guest or invitee of any Unit shall be deemed to be a violation of that Member's governing documents and will be enforced by the Member.

Section 3.3: Initial Use Restrictions and Rules. The initial Use Restrictions and Rules applicable to the Property are attached hereto as EXHIBIT "C" to this Declaration and are hereby fully incorporated herein and made an integral part thereof.

Section 3.4: Amendment of Use Restrictions and Rules: Subject to the terms of this Declaration and the Board's duty to exercise business judgment on behalf of the Association, the Board, at a meeting duly called for such purpose and in accordance with the Bylaws, may amend, modify, expand, repeal, cancel, limit, expand, create new, and create exceptions to the Use Restrictions and Rules. Any rules adopted by the Board shall become effective thirty (30) days thereafter.

Section 3.5: Owner's Acknowledgement and Notice to Purchasers. All Members, on behalf of all Owners and occupants of Units are given notice that use of the Property and Common Property is limited by the Use Restrictions and Rules, as they may be amended from time to time in accordance with this Declaration. Each Owner, by acceptance of membership within his/her/its respective Member, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this provision and that the Use Restrictions and Rules may change from time to time.

#### **ARTICLE IV** **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1: Membership. The Members of the Association shall be the following nonprofit entities:

(a) **Admirals Row**: Admirals Row Owners Association, Inc., a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Admirals Row Horizontal Property Regime, as established by that certain *Master Deed of Admirals Row Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 343 at Page 1599, as amended.

(b) **Ocean Villas**: Ocean Villas Owners Association, Inc. of Hilton Head, a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Hilton Head Island Beach and Tennis Resort Phase I Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Phase I Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 315 at Page 1, as amended.

(c) **Tennis Villas**: Tennis Villas Owners Association, Inc., a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Hilton Head Island Beach and Tennis Resort Tennis Villas Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Tennis Villas Horizontal Property Regime*, recorded in the Office of the

Register of Deeds for Beaufort County, South Carolina, in Deed Book 318 at Page 1427, as amended.

The above-listed entities consist of the Council of Co-Owners incorporated under South Carolina law and in accordance with the Act that operates, administers and manages the Regimes. Each of these entities shall be a Member. The Owners, as members of the Regime Members, shall not be and do not have the rights of Members of the Association.

Section 4.2: Voting Rights. There shall be one (1) vote for each Member. The vote for such Member shall be exercised by a natural person designated by the Member for the Regime to the Secretary of the Association prior to the close of voting.

Section 4.3: Quorum for any Action Authorized. The presence at a meeting of the Members, in person or by proxy, entitled to cast two-thirds (2/3) of the total vote of the Members shall constitute a quorum. If the required quorum of Members is not present, in person or by proxy, at a meeting, the meeting shall be adjourned and the meeting shall be re-scheduled as determined by the Board of Directors. Written notice of the time and place of the adjourned meeting shall be provided to all Members.

Section 4.4: Bylaws. The Bylaws of the Association are attached hereto as EXHIBIT "B" and are to govern meetings, duties, and operations of the Association.

Section 4.5: MEMBERSHIP NOT AN INVESTMENT. MEMBERSHIPS ARE OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS TO OBTAIN THE RECREATIONAL AND SOCIAL USE OF THE PROPERTY. MEMBERSHIP TRANSFER IS RESTRICTED BY THE PROVISIONS HEREIN. THE ASSOCIATION IS ORGANIZED AS A NONPROFIT CORPORATION AND DOES NOT ANTICIPATE DISTRIBUTION OF GAINS, PROFITS OR DIVIDENDS TO ANY MEMBERS. MEMBERSHIPS SHOULD NOT BE VIEWED OR ACQUIRED AS AN INVESTMENT, AND NO PERSON ACQUIRING A MEMBERSHIP SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFIT FROM THE ACQUISITION OF A MEMBERSHIP.

Section 4.6: Agreements. The Association, acting through the authority vested in its Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are authorized by law.

Section 4.7: MEMBERSHIP ARE NOT TRANSFERABLE. MEMBERSHIPS WITHIN THE ASSOCIATION ARE NOT TRANSFERABLE.

## **ARTICLE V**

### **PROPERTY RIGHTS AND COMMON PROPERTY**

Section 5.1: Members' Easement of Enjoyment. Subject to the provisions of this Declaration, the Bylaws, the Use Restrictions and Rules, and the rules and regulations of the Members, every Member (and every Owner by virtue of their membership within their respective Regime Member) shall have a limited right and easement of enjoyment in and to the Property and such easement shall be appurtenant to and shall pass with title to every Unit.

Section 5.2: Common Property/Personal Property. The Property shall be owned by the Association and include all roadways within the Property, open space within the Property, and any other real property within the Property. The Association, through its Board of Directors, may acquire and hold

tangible and intangible personal property and real property and may dispose of the same by sale or otherwise for the benefit of the Association. The Association shall have the sole responsibility of maintenance, repair, and governing of the Property.

Section 5.3: Extent of Owners' Easements: The right and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Property and in aid thereof to mortgage the Property;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described Property against foreclosure;

(c) The right of the Association, as provided in its Bylaws, to suspend the enjoyment of rights of any Member (and, consequently, the Owners within that Regime Member) for any period for which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that a suspension for either non-payment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessments;

(d) The right of the Association to give or sell all or any part of the Common Property, including a leasehold interest, to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such shall be authorized by the vote of a majority of the Members at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such Resolution together with a certificate of the vote taken thereon shall be made and acknowledged by the President and Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Membership; and

(e) The right of the Association, through its Board of Directors, to make and enforce, in the manner it deems appropriate, reasonable rules and regulations governing the use of the Common Property, which rules and regulations shall be consistent with the rights and duties established by these Covenants. The enforcement of such rules and regulations may be through the imposition of reasonable fines or such other mechanism as determined by the Board. Sanctions by the Board may be treated in the same manner as and recoverable in the same manner as an unpaid assessment obligation.

(f) The right of the Association to terminate this Declaration and the associated easements, covenants, and rights hereunder in accordance with Section 7.6 of this Declaration.

Section 5.4: Restrictions Regarding Areas Subject to the Jurisdiction of the Coastal Council. Notice is hereby given that all activities on or over and all uses of the submerged land or other critical areas of the Property which are subject to the jurisdiction of the Coastal Council must be authorized by the South Carolina Coastal Council and/or other governmental bodies. Any Member is liable for any

and all damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area caused by its Owners or its Owners' tenants', guests', or invitees' conduct within the protected areas.

## **ARTICLE VI** **ASSESSMENTS**

Section 6.1: Annual Assessments. Each Member hereby covenants and agrees to the terms and conditions of this Declaration and to pay the Association: (1) annual assessments, membership dues and charges; (2) special assessments for the purposes set forth herein; and, (3) any charges, costs, fees, fines or expenses for which the Member is responsible under this Declaration, the Bylaws and any other governing document of the Association, with such assessments, dues and other charges to be fixed, established and collected from time to time as hereinafter provided.

Section 6.2: Purpose of Assessments. The assessments levied by the Association, shall be for the improvement, maintenance, and operation of roads, drainage, lighting, signage, and other Common Property, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for any purpose deemed necessary by the Board.

Section 6.3: Basis of Annual Assessments. The Board of Directors of the Association shall establish the budget and total annual assessment amounts, as further provided in these Covenants and in the Association Bylaws. In all cases, the total annual assessment amount shall be divided evenly between each Member.

Section 6.4: Special Assessments for Improvements and Additions. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of adjusting for any budget shortfall not otherwise addressed in this Section or due to delinquencies, defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Common Property. Special assessments shall have the assent of the majority of the votes of the Members cast at a duly called meeting subject to the quorum requirements set forth in this Declaration or the Bylaws. Written notice of a special meeting shall be sent to all Members at least fifteen (15) days in advance and shall set forth the purpose of the meeting. Any such duly approved special assessment shall be divided evenly among Members on the same basis as annual assessments.

Section 6.5: Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall become due and payable in the manner provided by the Board of Directors. The due date of any special assessments shall be fixed in the resolution authorized such assessments.

## **ARTICLE VII** **MISCELLANEOUS PROVISIONS**

Section 7.1: Amendments. Except as expressly provided herein to the contrary, all proposed amendments of and to this Declaration, including but not necessarily limited to the right to change, modify, alter, remove, renew or add new any words, provisions, sections or articles, in whole or in part, shall be submitted to a vote of the Members of the Association and any such proposed amendment shall be deemed approved if a Majority of the Members vote in favor of the amendment. If any proposed amendment to the Declaration is approved by the Members as set forth above, the President and Secretary of the

Association shall execute an addendum to this Declaration, which shall set forth the amendment and the effective date of the amendment, and the total number of votes cast in favor of such amendment and the total number of votes cast against the amendment. The amendment will become binding upon its recordation in the Office of the Register of Deeds for Beaufort County, South Carolina.

Section 7.2: Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of the Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of these Covenants would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President George H.W. Bush, former President of the United States.

Section 7.3: Interpretation. In all cases, the provisions of these Covenants shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations, and which will preserve the Property as a situs for an attractive, well maintained, privately-governed residential community.

Section 7.4: Enforcement. Both the Association and each Member shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. If the violation is not expeditiously terminated, the Association may engage legal counsel to bring an appropriate action, including any appeals, to enforce these Covenants. The prevailing party shall be entitled to reimbursement for all its direct and indirect costs, including but not limited to attorney's fees and costs. The delay, failure, or omission on the part of the Association, or any aggrieved Member in exercising any right, power, or remedy herein provided shall not be construed as an acquiescence thereto nor shall it be construed as a waiver of the right to enforce such right, power or remedy thereon.

Section 7.5: Against Whom May the Covenants be Enforced. The obligations and benefits prescribed by the Declaration shall be enforceable against any Member and against any Owner, or against any other Person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 7.6: Duration of Covenants; Termination. This Declaration does touch and concern the Property, and all covenants, restrictions, easements and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them for a period of forty (40) years from the execution of this Declaration. Upon the expiration of said forty (40) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with the Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that this Declaration may be terminated and the Property removed from the provisions of the Declaration if all three of the Members unanimously agree to terminate the Declaration and remove the Property from the provisions of the Declaration by an instrument executed by each Member, by and through its authorized representative, with the same formality required in South Carolina for the making of deeds, and such executed instrument being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

Section 7.7: Gender, Tense and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the



singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 7.8: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 7.9: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 7.10: Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when deposited in the United States mail or overnight delivery service (such as FedEx, UPS or DHL) in a sealed envelope with proper postage affixed (or in the case of overnight delivery service, the Association's billing account information thereon or with payment of the delivery fee) and addressed to such Member at the Member's address in the Association's records as of the record date for such notice. Any notice required to be sent to the Association under the provisions of this Declaration shall be deemed to have been properly sent and notice thereby given, when received at the principal business address of the Association addressed to the attention of the President. Notwithstanding the foregoing, any Member may designate another form of acceptable notice to the Association, including but not limited to standard electronic transmittals, e.g., e-mail, or facsimile; however, such designation shall not affect the validity of any notice sent in accordance with the terms of this Declaration.

Section 7.11: No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY THE ASSOCIATION PURSUANT TO THIS DECLARATION SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY OWNER OR MEMBER, OR INVITEE.

*{Remainder of Page Intentionally Omitted. Signature Page and Exhibits to Follow}*

IN WITNESS WHEREOF, Declarant has caused these presents to be executed under seal in its name by its duly authorized officer(s), as of the date and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

DECLARANT:  
**HHB&T CONVENTION CENTER, INC.**, a South  
Carolina corporation

*Darla S. Luce*

(Signature of First Witness)

*Kate Clewell* (L.S.)

BY: KATE CLEWELL  
ITS: EXECUTIVE DIRECTOR

*E.R. Labruce*  
(Signature of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT                     )

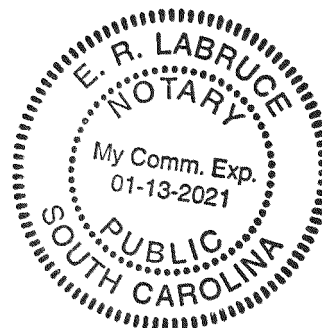
ACKNOWLEDGMENT

I, hereby certify, that on this 15<sup>TH</sup> day of January, 2020, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared KATE CLEWELL as EXECUTIVE DIRECTOR of **HHB&T CONVENTION CENTER, INC.**, a South Carolina corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who, on behalf of the corporation, acknowledged the due execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

*E.R. Labruce* (SEAL)  
(Signature of Notary Public)

Notary Public for SOUTH CAROLINA  
Notary Printed Name: E.R. Labruce  
My Commission Expires: 1/13/2021



**EXHIBIT "A"**

**The Property / The Hilton Head Beach & Tennis Preservation Tract**

ALL that certain piece, parcel or tract of land, lying and being on Hilton Head Island, Beaufort County, South Carolina, being shown on a plat entitled "*A Boundary and OCRM-DHEC Baseline Survey of 0.97 Acres Formerly of the Samuel Christopher Estate, Hilton Head Island, Beaufort County, South Carolina,*" dated March 28, 2003, revised July 26, 2007, prepared by William S. Sanders, P.L.S. No. 16122, and recorded in Plat Book 121 at Page 71 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is had to said plat of record.

THIS being that same property conveyed to the Declarant herein by Quitclaim Deed of Stephen W. Parker and Deanna L. Parker, dated August 8, 2007, which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on August 15, 2007, in Book 2613 at Page 433.

TMS No. R510-009-000-0044-0000.

**EXHIBIT “B”**

**The Bylaws  
*of*  
HHB&T Property Owners Association, Inc.**

**The Bylaws  
of  
HHB&T Property Owners Association, Inc.**

**ARTICLE I  
NAME; OFFICES; DEFINITIONS**

Section 1.1. Name. The name of the corporation is HHB&T Property Owners Association, Inc., (herein, the “*Association*”).

Section 1.2. Principal Office of the Association. The Association shall maintain its Principal Office as required by the South Carolina Nonprofit Corporation Act of 1994, as amended, (the “*Act*”) in the Town of Hilton Head Island, Beaufort County, South Carolina, at such place as may be designated by the Board of Directors of the Association from time to time (the “*Principal Office*”).

Section 1.3. Registered Office of the Association. The Association shall maintain a Registered Office as required by the South Carolina Nonprofit Corporation Act of 1994, as amended, (the “*Act*”) in the Town of Hilton Head Island, Beaufort County, South Carolina, as designated by the Board of Directors from time to time (the “*Registered Office*”). In the absence of a contrary designation by the Board of Directors, the Registered Office of the Association shall be located at its Principal Office.

Section 1.4. Other Offices. The Association may have such other offices within or without the State of South Carolina as the business of the Association may require. The authority to establish or close such other offices may be delegated by the Board of Directors to one or more of the Association’s Officers.

Section 1.5. Definitions. The words used in these Bylaws shall have their normal, commonly understood definitions. The term “*Declaration*” shall mean that *Declaration of Covenants, Conditions and Restrictions for the Hilton Head Beach & Tennis Preservation Tract* to which these Bylaws are attached, which Declaration has been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. All words and phrases in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context clearly indicates otherwise.

**ARTICLE II  
MEMBERS; VOTING PROVISIONS; MEETINGS**

Section 2.1. Members. The Members of the Association shall be the following nonprofit entities:

(a) **Admirals Row:** Admirals Row Owners Association, Inc., a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Admirals Row Horizontal Property Regime, as established by that certain *Master Deed of Admirals Row Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 343 at Page 1599, as amended.

(b) **Ocean Villas:** Ocean Villas Owners Association, Inc. of Hilton Head, a

South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Hilton Head Island Beach and Tennis Resort Phase I Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Phase I Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 315 at Page 1, as amended.

(c) **Tennis Villas:** Tennis Villas Owners Association, Inc., a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Hilton Head Island Beach and Tennis Resort Tennis Villas Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Tennis Villas Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 318 at Page 1427, as amended.

The above-listed entities consist of the Council of Co-Owners incorporated under South Carolina law and in accordance with the Act that operates, administers and manages the Regimes, as defined within the Declaration. Each of these entities shall be a Member. The Owners, as members of the Regime Members, shall not be and do not have the rights of Members of the Association.

MEMBERSHIPS WITHIN THE ASSOCIATION ARE NOT TRANSFERABLE.

Section 2.5. Annual Meetings. An annual meeting of the Association's Members shall be held once each calendar year for the purpose of appointment of Officers, confirmation of the appointment of Directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the President of the Board of Directors from time to time. In the absence of any such designation, the annual meeting shall be held at the Principal Office at the hour of two o'clock in the afternoon on the third Friday of October.

Section 2.6. Special Meetings. Special Meetings of the Members may be demanded and called for any one or more lawful purposes by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote two-thirds (2/3) of all of the votes of the Membership.

Section 2.7. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days nor more than forty-five (45) days before such meeting to each Member entitled to voted thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and, in if required by the Act or these Bylaws, the purpose or purposes of the meeting. A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Section 2.8. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, two-thirds (2/3) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present and represented.

Section 2.9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyances by the Member of his Unit. The Board, in its sole discretion, may accept electronic and/or facsimile versions/copies of a proxy provided that the proxy's authenticity can be reasonably confirmed.

Section 2.10. Action Without Meeting. To the fullest extent permitted by the Act, Members may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted by the Act, such written consent must be signed by at least eighty (80%) percent of the Members and delivered to the Association for inclusion in the corporate records. Written notice of Member-approval pursuant to this Section must be provided by the Association to all Members who have not signed such written consent.

Section 2.11. Action By Written Ballot. Unless the Articles provide otherwise, any action that may be taken at any regular, annual or special meeting of the Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall comply with the terms of the Act, as amended from time to time. A written ballot cannot be revoked by the Member once cast.

### **ARTICLE III**

#### **BOARD OF DIRECTORS; APPOINTMENT**

Section 3.1. Authority. Subject to the provisions and limitations of the South Carolina Nonprofit Corporation Act of 1994, as amended, and any other applicable laws of the State of South Carolina, and subject to the limitations within the Articles of Incorporation and the Declaration, the Board of Directors shall have the ultimate authority over the conduct and management of the corporate affairs of the Association. The Board may delegate the management of the day-to-day operations of the business of the Association to the Resort and its management team; provided, however, that the affairs of the Association shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 3.2. Qualification; Number. All Directors shall be natural persons. The Board of Directors of the Association shall consist of seven (7) Directors.

Section 3.3. Director Appointment and Designation of Directors. The Board should consist of a balanced mix of person with an understanding and appreciation of the mission of the Association and a strong commitment to support that mission. Accordingly, the seven-member Board shall consist of the following Designated Directors:

- (a) **Executive Director of the Resort.** The Executive Director of Hilton Head Beach and Tennis Resort, or the equivalent position, shall serve as a designated director on the Board.

(b) **President of Admirals Row:** The duly appointed President of Admirals Row Owners Association, Inc., a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Admirals Row Horizontal Property Regime, as established by that certain *Master Deed of Admirals Row Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 343 at Page 1599, as amended, shall serve as a designated director on the Board

(c) **President of Ocean Villas:** The duly appointed President of Ocean Villas Owners Association, Inc. of Hilton Head, a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Hilton Head Island Beach and Tennis Resort Phase I Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Phase I Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 315 at Page 1, as amended, shall serve as a designated director on the Board.

(d) **President of Tennis Villas:** The duly appointed President of Tennis Villas Owners Association, Inc., a South Carolina nonprofit corporation, incorporated to manage and administer the Units and associated Common Elements known and identified as Hilton Head Island Beach and Tennis Resort Tennis Villas Horizontal Property Regime, as established by that certain *Master Deed of Hilton Head Island Beach & Tennis Resort Tennis Villas Horizontal Property Regime*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 318 at Page 1427, as amended, shall serve as a designated director on the Board.

The remainder of the Board shall consist of Appointed Directors. Each Member's board of directors shall be entitled to appoint one natural person per each Member to fill the remaining three seats on the Board of Directors.

Section 3.4. Term of Directors. Designated Directors shall serve as Directors of the Association for so long as they hold the position/title set forth in Section 3.3 above until such Director's successor has been duly appointed and qualified, or until such Director's earlier removal, resignation, death or incapacity. Appointed Directors shall serve two-year terms and shall hold office from the date of such Director's appointment until such Director's successor has been duly appointed and qualified, or until such Director's earlier removal, resignation, death or incapacity.

Section 3.5. Removal. Any Appointed Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In addition, an appointed Director may be removed with or without cause by the person appointing the Director by delivering written notice of the removal to the Director and either the presiding Officer of the Board of Directors, the President or the Secretary.

Section 3.6. Vacancies. If a Directorship becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, failure to appoint or otherwise, the board of directors of the Member whose Regime is affiliated with that Directorship shall appoint a Director until such time as a qualified successor is appointed by the Member. If there is no such person who qualifies, or if that person is unable or unwilling to serve on the Board, the Board may, for good cause shown, either appoint a Director to fill the vacancy or decrease the number of Directors; provided, however, the number of Directors shall never be less than three (3); and provided further, however, no reduction in the number



of Directors shall have the effect of shortening the term of any incumbent Director.

Section 3.7. Compensation. No Director, other than the Executive Director of the Resort, shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.8. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any motion so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3.9. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or electronically, or by United States mail, telegraph or telephone, five (5) days prior to the day named for such meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his/her absence, by the Vice-President, or by a majority of the Board, by giving five (5) days notice to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 3.11. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board of Directors, a majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the members of the Board of Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 3.13. Attendance by Electronic Means. Directors may participate in any regular or special meeting of the Board by any means of communication by which all Directors participating may hear each other simultaneously during the meeting. The Director so participating shall be deemed to be present in person at the meeting.

Section 3.15. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration or by the Association's Articles of Incorporation or Bylaws, directed to be exercised and done by the Membership. These powers shall specifically include, but shall not be limited to, the following:

- (a) to maintain, clean, repair, replace, repaint or restore all of the Property;

- (b) to levy and collect dues and fees, from its Members as contemplated by the Declaration;
- (c) to establish and maintain one or more reserve funds to provide monies to the Association to pay any expenses incurred by the Association in the exercise of its powers or the performance of its duties;
- (d) to maintain and care for all the Common Property, to destroy or remove therefrom any noxious uses, rodents or any other unsightly or obnoxious condition and to perform any labor necessary or desirable to keep and maintain said Property in a neat, sightly and attractive;
- (e) to pay taxes and assessments, if any, levied by any governmental authority or property owners association on any real or personal property owned by the Association, or on any transactions entered into by the Association which are subject to tax in the normal course of business;
- (f) to enforce the provisions of the Declaration, the Articles of Incorporation, the Bylaws, the Use Restrictions and Rules, and any other Governing Documents, from time to time promulgated by the Association and any other decisions of the Association, and to pay all expenses incidental to such enforcement, including reasonable attorneys' fees;
- (g) to have prepared and distributed to Members on an annual basis (or more frequently if deemed appropriate by the Board of Directors) the financial statements and other information hereinafter described;
- (h) to obtain and maintain in force all policies of insurance;
- (i) to promulgate, amend and rescind from time to time the Use Restrictions and Rules;
- (j) to expend monies collected by the Association from assessments or charges and other sums received by the Association for the payment of all proper costs, expenses and obligations incurred by the Association in carrying out any or all of the purposes for which the Association is formed;
- (k) to borrow money for use by the Association for the benefit of the Membership and/or the Association, to mortgage or pledge the property of the Association and to mortgage, collateralize, or pledge the Assessments and/or Membership Dues of the Association as security for such loans made to the Association;
- (l) to acquire by gift, purchase, lease or otherwise and to hold, enjoy and operate real or personal property in connection with the business of the Association;
- (m) to contract with others for the management, maintenance, operation, construction or restoration of the Common Property, the Property or any portion thereof;
- (n) to contract with any public or private utility provider for any type of utility services deemed appropriate or necessary by the Board of Directors;

(o) to grant use privileges for the Common Property from time to time as the Board of Directors may determine as is in the best interest of the Association; and,

(p) to do and perform any and all other acts which may be either necessary for or proper or incidental to, the exercise of any of the foregoing powers.

Section 3.16. Liability of the Board of Directors. Except as required under the laws of the State of South Carolina, the Board of Directors shall be indemnified pursuant to Section 33-31-850, *et seq.*, of the South Carolina Nonprofit Corporation Act of 1994, as the same may be amended, if the Director conducted himself in good faith and reasonably believed, in the case of conduct in his/her official capacity, that his/her conduct was in the best interests of the Association. The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, simple negligence or omission or otherwise, except for their own individual willful misconduct bad faith or gross negligence. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liabilities to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 3.17. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Area to be maintained.

#### **ARTICLE IV**

##### **OFFICERS**

Section 4.1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 4.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 4.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless s/he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 4.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

Section 4.8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE V**

### **BOOKS AND RECORDS**

Section 5.1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE VI**  
**ASSESSMENTS AND DUES**

Section 6.1. Assessments and Dues. As more fully provided in the Declaration, each Member is obligated to pay to the Association any assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge of one and one-half (1 ½ %) percent per month on the delinquent amount until the assessment and any accrued late charges are paid in full. The Association may bring an action at law or against the Member personally to pay the same, including interest, costs, and reasonable attorneys fees. The Board of Directors may, in its discretion, deem any remaining unpaid assessments for that calendar year accelerated and due and payable. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property.

**ARTICLE VII**  
**CORPORATE SEAL**

Section 7.1. Corporate Seal. The Association may have a seal in circular form having within its circumference the words: "HHB&T PROPERTY OWNERS ASSOCIATION, INC.", or an appropriate abbreviation thereof.

**ARTICLE VIII**  
**AMENDMENTS**

Section 8.1. Amendment by Members. These Bylaws may be altered, amended, modified or repealed and new bylaws may be adopted at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 8.2. Amendment by Directors. Subject to the Act, the Articles, and the Declaration, these Bylaws may be altered, amended, modified or repealed and new bylaws may be adopted by a majority vote of the Board of Directors.

**ARTICLE IX**  
**MISCELLANEOUS**

Section 9.1. Dissolution. Upon dissolution, liquidation or final determination of the operations of the Corporation, the assets of the Association will be distributed as provided for in the Articles of Incorporation.

Section 9.2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 9.3. Liability Survives Termination of Membership. The termination of membership in the Association shall not relieve or release any such former Member from any liability or obligations incurred under or in any way connected with the Association during the period of such Membership, or impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such ownership of a Unit and the covenants and obligations incident thereto.

Section 9.4. Parliamentary Rules. *Roberts Rules of Order* (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

Section 9.5. Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage caused by a latent condition in the Property, nor for injury or damage caused by the elements or by other Members or persons.

Section 9.6. Captions. The captions contained in these Bylaws are inserted as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions of the Bylaws.

Section 9.7. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect, in any manner, the validity and enforceability or effect of the balance of these Bylaws.

Section 9.8. Conflict. These Bylaws are set forth to comply with the requirements of the South Carolina Nonprofit Corporation Act of 1994, as the same may be amended from time to time. In the event of any conflict or ambiguity between these Bylaws and the provisions of such statute or the Declaration, the provisions of such statute or the Declaration, as the case may be, shall control.

Section 9.9. Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violation or breaches thereof which may occur.

*{Remainder of Page Intentionally Omitted. Signature Page to Follow.}*

IN WITNESS WHEREOF, HHB&T PROPERTY OWNERS ASSOCIATION, INC., by and through its original Incorporator, has caused these presents to be executed under seal in its name by its duly authorized officer(s), as of the date and year first above written.

WITNESSES:

    *Darla I. Pence*      
(Signature of First Witness)

    *E.R. LaBruce*      
(Signature of Second Witness or Notary Public)

ASSOCIATION:

HHB&T PROPERTY OWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation,

    *Kate Clewell*     (L.S.)

BY: KATE CLEWELL  
ITS: INCORPORATOR

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF BEAUFORT         )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this 15<sup>th</sup> day of January, 2020, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared KATE CLEWELL as INCORPORATOR for HHB&T PROPERTY OWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

    *E.R. LaBruce*     (SEAL)  
(Signature of Notary Public)

Notary Public for SOUTH CAROLINA  
Notary Printed Name:     E.R. LaBruce      
My Commission Expires:     1/13/2021    



**EXHIBIT “C”**

**The Initial Use Restrictions and Rules  
*for*  
The Hilton Head Beach & Tennis Preservation Tract**



**The Initial Use Restrictions and Rules**  
*for*  
**The Hilton Head Beach & Tennis Preservation Tract**

Use Restrictions and Rules may be amended, modified, added to, supplemented, repealed or expanded, in whole or in part,

1. **Use of Property; Resource Protection.** No Person may remove, move, destroy, mutilate, collect or deface any natural or man-made object within the Hilton Head Beach & Tennis Preservation Tract are, including, but not limited to trees, timber, shrubbery, plants, flowers, rocks, fences, grasses, signs, tables, benches, trash containers, or other items without written permission of the Board or its designee. Further, no Person may plant any vegetation of any type or install any landscape material, establish or construct trails or other facilities for public or private use without written permission of the Board or its designee.

2. **Wildlife.** No Person shall feed, hunt, pursue, trap, molest, disturb, or kill any wildlife, or for any Person to allow any domestic animal to do the same, at any time, within the Hilton Head Beach & Tennis Preservation Tract.

3. **Camping.** No trailer, tent, barn, or other similar outbuilding or structure shall be placed on the Hilton Head Beach & Tennis Preservation Tract at any time without the written permission and approval of the Board or its designee.

4. **Animals.** In order to preserve the aesthetic qualities of the Hilton Head Beach & Tennis Preservation Tract, to maintain sanitary conditions on the Hilton Head Beach & Tennis Preservation Tract, to prevent the spread of worms and infectious diseases on the Hilton Head Beach & Tennis Preservation Tract, to maintain a proper respect for other Owners and users of the Hilton Head Beach & Tennis Preservation Tract, and to maximize the overall use and enjoyment of the Hilton Head Beach & Tennis Preservation Tract, each person who keeps a service animal within a Unit shall abide by rules and regulations established by the Association from time to time. The breach of any of these rules and regulations shall be a noxious and offensive activity constituting a nuisance.

5. **Offensive Activity.** No noxious or offensive activity shall be carried on upon said Hilton Head Beach & Tennis Preservation Tract, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any device or thing that is noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the beauty or enjoyment of the other property in the community.

6. **Use of Common Areas; Liability of Association and Declarant.** The Association shall not be liable to any Owner, their lessees and guests for any damage or injury which may result from the use of the Hilton Head Beach & Tennis Preservation Tract, or as a result of any rule or regulation promulgated in good faith pursuant to the Declaration or the Bylaws. The Hilton Head Beach & Tennis Preservation Tract is for the use of the Owners and their guests at their own risk. The Association, by its Board of Directors, may make such rules and regulations as may be deemed necessary to regulate the use of the Hilton Head Beach & Tennis Preservation Tract, which rules and regulations shall be binding upon and enforceable against all Members, Owners and their guests and invitees. The Association will be responsible for the general upkeep and maintenance of the Hilton Head Beach & Tennis Preservation Tract. The Association shall not be liable for any accident or injury thereupon which may be caused by Acts of

God, negligence of parties not employed by the Association, or by careless or negligent activities of Owners, Members or their guests. All parties acquiring an easement interest in any portion of the Property hereby agree to hold the Association harmless from any such accident or injury. Owners and their guests agree and acknowledge that any use of the Hilton Head Beach & Tennis Preservation Tract shall be at their own risk, without recourse to the Association. Any damage to Hilton Head Beach & Tennis Preservation Tract caused by an Owner or his family or guests, by negligent or willful conduct, shall be the responsibility of the Owner, and the Association shall have the right to collect for such damage as an assessment obligation.

7. **Projectiles, Weapons, Explosives, Fireworks.** No Person may carry or discharge on or into the Hilton Head Beach & Tennis Preservation Tract any firearm (concealed or otherwise), projectile weapons, or explosives of any kind, including but not limited to hand guns, rifles, shotguns, fireworks, BB guns, pellet guns, air guns, rockets, paint ball guns, blow guns, crossbows, longbows, and slingshots.

8. **Camping.** Camping is not permitted within the Hilton Head Beach & Tennis Preservation Tract without the written permission of the Board or its designee.

9. **Fires.** No bonfires or campfires are permitted within the Hilton Head Beach & Tennis Preservation Tract. Charcoal fires may be built only in established picnic areas and only in grills and fireplaces provided by the Association, or in personal grills or stoves. All charcoal fires must be built in a safe manner and attended at all times. All charcoal fires must be properly extinguished and left in the provided grills.

10. **Glass Containers.** No Person shall carry or possess any glass bottle or other glass container within the Hilton Head Beach & Tennis Preservation Area, except as may be required for prescribed medical treatment or for food preparation in the picnic areas.

11. **Littering.** No Person may deposit or dispose of trash, garbage, rubbish, litter, debris, or other objects within the Hilton Head Beach & Tennis Preservation Tract, except that trash which is generated by legal activities conducted within the Hilton Head Beach & Tennis Preservation Tract.