

Ocean Ridge

Master Property Owners' Association



Covenants & Restrictions

By-Laws

Beautification Ordinance

Rules & Regulations



For 2nd Amendment, see Deed Book 365, at Page 133.
For 1st Amendment, see Deed Book 390, at Page 43.

For 2nd Amendment, see Deed Book 422, Page 311.

DECLARATION OF COVENANTS AND RESTRICTIONS
OF ORISTO PROPERTY OWNERS ASSOCIATION, INC.
THIS DECLARATION, made this 5th day of April, 1978, by ORISTO PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit, non-stock corporation, hereinafter called "Association", and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHARLESTON and RUSCON-SEA ISLAND RESORTS, A Joint Venture, hereinafter jointly referred to as the "Companies":

For 2nd Supplemental, see Deed Book 432, at Page 82.

For 1st Amendment, see Deed Book 438, at Page 167.

WITNESSETH:
WHEREAS, Companies are the owners of the real property described in Article II of this declaration and are creating thereon a planned development community with a balanced representation of residential, commercial and recreational uses to be known as the "Oristo Development"; and
WHEREAS, Companies desire to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and

For 1st Supplemental, see Deed Book 438, at Page 22.

For 2nd Supplemental, see Deed Book 446, Page 306.

WHEREAS, Companies have caused to be incorporated under the laws of the State of South Carolina a non-profit corporation, Oristo Property Owners Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

For 1st Amendment, see Deed Book 456, at Page 158.

NOW, THEREFORE, the Companies declare that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

For 1st Amendment, see Deed Book 462, at Page 327.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

For 3rd Amendment, see Deed Book 464, at Page 105.

(a) "Association" shall mean and refer to Oristo Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

For 2nd Amendment, see Deed Book 468, at Page 232.

(b) "Oristo" shall mean and refer to all the lands in Colleton County, South Carolina which are shown as a part of the Oristo Development on the Company's Master Development plan as revised from time to time.

For 3rd Supplemental, see Deed Book 493, at Page 178.

(c) "Company" or "Companies" shall mean First Federal Savings and Loan Association of Charleston and Ruscon-Sea Island Resorts, a Joint Venture, their successors and assigns.

For 3rd Amendment, see Deed Book 508, Page 49.

(d) "Development Lender" shall mean Cooper River Federal Savings and Loan Association of North Charleston or any successor or assign of Cooper River Federal Savings and Loan Association of North Charleston, who holds that certain promissory note of Ruscon-Sea Island Resorts, a Joint Venture, dated March 19, 1974, in the original principal amount of \$1,250,000.00 and secured by a mortgage on a portion of the property described in Exhibit A attached hereto.

For 3rd Supplemental, see Deed Book 566, at Page 74.

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For 3rd Amendment, see Deed Book 529, at Page 310.

4th Supplement, See Deed BK. 632, at Pg. 94.

(e) The "Properties" shall mean and refer to the existing Property described in Article II hereof, and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

4th Amendment, See Deed BK. 639, at Pg. 310.

(f) "Residential Lot" shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, townhouse, or garden home (Patio or Zero Lot Line) as shown upon any recorded final subdivision map of any part of the Properties.

4th Amendment, See Deed Book 655, at Page 297.

(g) "Multiple-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for development of attached residential units including Townhouse lots for sale, condominiums and apartments, cottages and cabins. For the purpose of this Declaration, a parcel of land shall not be deemed a "Multiple Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereto identifying or designating such property for multiple-family use is made of record. Townhouse lots shall become "Residential Lots" at such time as they appear on a plat of record.

5th Supplement, See Deed BK. 672, Page 341.

(h) "Public or Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of the Oristo Development and/or the public, including but not limited to: business and professional offices; facilities for the retail sale of goods and services; bank and other financial institutions; social clubs; restaurants; hotels; motels; inns; theaters; lounges; indoor recreational facilities; marinas, transportation terminals or stations; automobile parking facilities, and gasoline stations. For the purpose of this Declaration, a parcel of land shall not be deemed a "Public and Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or commercial site is made of record.

5th Amendment, See Deed Book 693, at Page 77.

(i) "Development Unit Parcels" shall mean and refer to those parcels or tracts of land conveyed by the Companies to third parties under covenants and restrictions permitting the division of such parcel or tract into small land units such as Residential Lots, Multiple Family Tracts or Public and Commercial Sites and further, said Tracts shall upon conveyance become subject to the assessments as stated herein.

6th Amendment, See Deed Book 715, at Page 154.

(j) "Unsubdivided Land" shall mean and refer to all land in the existing property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Residential Lots, Multiple Family Tracts, Public and Commercial Sites, or Development Unit Parcels, through metes and bounds subdivision plats filed and made of record. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof.

Recorded 2nd Amendment, See Deed BK. 719, at Pg. 120.

(1) All lands committed to the Association through express, written notification by the Company to the Association of intent to convey to the Association.

7th Amendment, See Deed Book 724, at Page 334.

(2) All lands designated on the Master Plan for intended use, or by actual use, for outdoor recreation facilities; operating farms; woodland, marsh and swamp conservancies; places of worship; community, civic and cultural clubs; libraries; nursery and other schools and instructional centers and charitable institutions; maintenance areas; road rights of way and drainage easements.

(3) All lands designated in any way, as Common Properties, Restricted Common Properties or Purchased Common Properties.

(k) "Family Dwelling Unit" and "Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including without limitation any single family detached dwelling, patio home, apartment unit, cottage or cabin located within the Properties.

(l) "Public and Commercial Unit" shall mean and include any improved property which is intended and designed to accommodate public, commercial or business enterprises to serve residents and/or the public, including but not limited to all those enterprises enumerated in subparagraph (g).

(m) "Owner" shall mean and refer to the Owner as shown by the real estate records of Colleton County, South Carolina whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee, his or its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is of record a long-term contract of sale covering any lot or parcel of land within the Properties, the owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made but the purchaser is given the use of said property.

(n) "Resident" shall mean and refer to each owner and lessee of a Dwelling Unit who resides in the Oristo Development at least nine (9) months each year.

(o) "Member" shall mean and refer to all those owners who are Members of the Association as defined in Section I of Article III.

(p) "Affiliate" shall mean any corporation more than fifty (50%) of the voting stock of which is owned or controlled by one of the Companies and any partnership or joint venture in which one of the Companies has more than a fifty (50%) percent equity interest or an interest in fifty (50%) percent or more of the cash flow from such partnership or joint venture.

(q) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Oristo. Since the concept of the future development of Oristo is subject to continuing revision and change by the Companies, present and future references to the "Master Plan" shall be references to the latest revision thereof.

(r) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Plan of the Oristo Development prepared by the Companies or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds conveying the property.

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(s) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such lease. Common Properties shall not include those tracts of land falling within the definitions of "Restricted Common Properties" or "Purchased Common Properties" set forth below or amenities owned by one or both of the companies.

(t) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties". All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of "Residents" and Class A members of the Association, guests accompanying such Residents or members and the Company. All use of Restricted Common Properties shall be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease. Restricted Common Properties has no reference to and does not include any amenities owned by one or both of the companies.

(u) "Purchased Common Properties" shall mean and refer to those tracts of land with any improvements thereon acquired by the Association and maintained and administered not through general assessments provided for in Article V, Section 3 hereof, but through special assessments and user fees only.

(v) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including without limitation, whether the Association shall accept any offer by the Company to convey to the Association any "Purchased Common Properties", the levy of any Special Assessment; the increase of the maximum annual assessment in excess of that provided for herein; and the addition of functions or services which the Association is authorized to perform. In the event fifty one (51) percent or more of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that in each instance where a higher percentage is required to "pass", that higher percentage shall control in that instance.

(w) "Of Record" shall mean recorded in the Office of the Clerk of Court for Colleton County, South Carolina.

(x) "Neighborhood Area" shall mean and refer to areas designated as neighborhoods on the Master Plan and subdivision plats of Oristo Development.

ARTICLE II

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, given,

donated, leased and occupied subject to these covenants is described as follows:

ALL that tract or parcel of land, situate, lying and being in Colleton County, South Carolina, which is more particularly described in Exhibit "A" attached hereto and specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property". The Company intends to develop the existing property in accordance with a Master Plan prepared in its Planning Department and placed on display in its reception and sales office, and other areas. The Company reserves the right to review and modify the Master Plan at its sole option from time to time based on its continuing research and design program. The Master Plan shall not bind the Company, its successors and assigns, to adhere to the Master Plan in the development of the land shown thereon. The Company may at its option convey to the Association as provided for in Article IV those parcels of land designated on the Master Plan as Properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Properties, Restricted Common Properties or Purchased Common Properties, as the case may be. The Company shall not be required to follow any pre-determined sequence or order of improvements and development; and it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Company shall have full power to add to, subtract from or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership in the Association. First Federal Savings and Loan Association of Charleston is the owner of certain property in the Oristo Development which, among other things, are being used for golf course and club house facilities, tennis courts, beach cabana, etc. and is the owner of certain properties which, according to the Master Plan, may be used for the construction of other amenities. The said First Federal Savings and Loan Association of Charleston hereby declares that notwithstanding any statements made by the Company and/or any of its sales agents, oral or written, the Covenants, the Master Plan and/or Plats of Survey, whether or not recorded, that it does not in any way warrant the development of any properties owned by it whether within or without the development known as Oristo and reserves the right to develop its properties, if developed, in any manner whatsoever without interference of any of the Purchasers of property in the Oristo Development. First Federal Savings and Loan Association of Charleston further declares that the existing recreational or community type facilities are not dedicated in any manner whatsoever and that upon construction of any community type or recreational facilities that it is not dedicating or declaring in any manner the continued use of the property for any particular purpose and reserves the right at any time to cease operation of any such facility and convert the property to any other use whatsoever. The said First Federal Savings and Loan Association of Charleston, however, agrees that should it cease operation of the existing golf course that the property presently being used for tees, fairways and greens will not be used for any purposes other than similar recreational type facilities or open space. Nothing contained in this paragraph shall limit the right of First Federal Savings and Loan Association of Charleston to convey properties to the Association.

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Section 2. Additions to the Existing Property.
Additional lands may become subject to this Declaration in the following manner:

(a) Additions. During the period of development, which shall by definition extend from date to December 31, 1995, the Company, its successors and assigns, shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to Oristo if acquired by the Company prior to or during the period of development. The additions authorized under this and the succeeding subsection, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, of this Article II.

(b) Other Additions. Upon approval in writing of the Association pursuant to simple majority of the vote of those present at a duly called meeting, the Owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but with modification shall have no effect on the property described in Section 1, of this Article III.

(c) Mergers. Upon merger or consolidation of the Association with another association, as provided for in the Bylaws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to the covenants established by this Declaration within the Existing Property including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(d) Additional lands which become subject to this declaration under the provisions of this Section II may in the future be referred to as a part of the Oristo Development.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a member of the Association. The Companies shall be Members of the Association.

Section 2. Voting Rights. The Association shall have four types of regular voting membership and one type of special voting membership which provides the Companies with the power to elect a portion of the Board of Directors.

TYPE A: Type A Members shall be all the Owners (including the Companies, subject to the limitations on payment of assessments as set forth in Section 1, Article V, hereof) of residential lots, and family dwelling units. A Type A Member shall be entitled to two votes for each Family Dwelling Unit which he owns. An owner of a residential lot upon which a family dwelling unit has not been constructed shall be entitled to one vote for each residential lot which he owns.

TYPE B: Type B Members shall be all those Owners (including the Companies, subject to the limitations on payment of assessments as set forth in Section 1, Article V, hereof) of platted or Commercial sites and multiple family tracts. A Type B Member shall be entitled to one vote for each three acres of land owned. In computing the number of votes to which a Type B Member shall be entitled, the amount of acreage owned shall be rounded to the nearest three acres.

TYPE C: Type C Members shall be all those Owners (including the Companies, subject to the limitations on payment of assessments as set forth in Section 1, Article V, hereof) of the Public and Commercial Units. A Type C Member shall be entitled to one vote for each 850 square feet owned. In computing the number of votes to which a Type C Member shall be entitled, the amount of square footage owned shall be rounded to the nearest 850 square feet.

TYPE D: Type D Members shall include all those Owners (including the Companies, subject to the limitations on payment of assessments as set forth in Section 1, Article V, hereof) of unsubdivided lands and development unit parcels held and intended for future development by the Companies or a third party. A Type D Member shall be entitled to one vote for each 2.5 acres of land owned. In computing the number of votes to which a Type D Member shall be entitled, the amount of acreage owned shall be rounded to the nearest 2.5 acres.

TYPE E: The Type E Member shall be the Companies or the Development Lender as successor and/or assignee of Ruscon-Sea Island Resorts, a Joint Venture, or its successors or assigns.

Payment of special assessments shall not entitle Type A, B, C and D Members to additional votes.

Ruscon-Sea Island Resorts, A Joint Venture, and First Federal Savings and Loan Association of Charleston shall share equally the voting rights of the Company, and both parties agree to be bound by arbitration should there be a deadlock.

When any property entitling the Owner to Membership as a Type A, B, C or D Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, their acts with respect to voting shall have the following effect:

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(1) If only one votes, in person or by proxy, his act shall bind all;

(2) If more than one vote, in person or by proxy, the act of the majority so voting shall bind all;

(3) If more than one vote, in person or by proxy, and the vote is evenly divided on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;

(4) If an instrument of order is filed with the secretary of the Association showing that any such tenancy is held in unequal interest, a majority or even division under subparagraph 2 and 3 immediately above shall be a majority or even division in interest in the property to which the votes are attributable.

(5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said owner to his lessee; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee. The Type A, B, C and D Members are sometimes hereinafter collectively referred to as the "Members".

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of Three (3), Five (5), Seven (7), Nine (9), or Eleven (11) Members. Initially, the Board shall consist of Three (3) Members, with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the Bylaws of the Association.

Section 4. Election of the Board of Directors.

(a) Each member of Types A, B, C and D Membership classes shall be entitled to as many votes as equals the number of votes he is entitled to, based on his ownership of or tenancy in one or more of the various classifications of property as computed by the formula set out in Section 2 hereof, multiplied by the number of directors to be elected by Types A, B, C and D Members. Members may cast all of such votes for any one director or may distribute them among the number to be elected by Types A, B, C and D Members, or any two or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members, except the Type E Members, are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

(b) The Directors shall be elected by the Members of the Association or the Company according to the following formula:

The Board of Directors shall be elected in part by the Type A, B, C and D Members, and in part by the E Member. The percentage of directors to be elected by Type A, B, C and D Members shall be equal to the percent of the cumulative maximum number of lots and dwelling units or dwelling unit equivalents authorized in the Oristo Development by the zoning authorities of Colleton County, South Carolina, which have been sold and conveyed to purchasers. Provided, however, the Type E Member shall be entitled to elect no less than a majority of the Board of Directors until such time as 80% of the cumulative maximum number of authorized lots and dwelling units have been sold. The Type A, B, C and D Members shall elect the remainder. Subsequent to the sale of

80% of the cumulative maximum number of authorized lots and dwelling units, the Type A, B, C and D Members shall elect a percentage of the Board of Directors equal to the percentage of cumulative maximum number of dwelling units and lots owned by Type A Members; the Type E Members shall elect the remainder. For the purposes of this formula, the number of lots and dwelling units owned by Type A Members and the cumulative maximum number of lots and dwelling units or dwelling unit equivalents authorized shall be determined annually by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

It is the intent of this subparagraph (b) that the right to elect a majority of the members of the Board of Directors shall pass from the Company (Type E Member) to the Type A, B, C and D Members at such times as in excess of 80% of the cumulative maximum number of lots and dwelling units or dwelling unit equivalents authorized in the Property by the zoning authorities of Colleton, South Carolina are owned by Type A Members.

Section 5. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the Association shall accept any offer by the Company to convey to the Association any "Purchased Common Properties", the increase of maximum assessments by the Association in excess of those increases authorized herein, the levy by the Association of any Special Assessment, and the addition of functions or services which the Association is authorized to perform. In the event fifty-one (51%) percent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. At any time that the A, B, C and D Members have the ability to elect a majority of the Board of Directors, but in no event prior to such time, the Members may require a referendum on any action of the Board of Directors by presenting to the Secretary of the Board, within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action, a petition signed by not less than twenty-five (25%) percent of the Members.

Section 6. Quorum Required for Any Action Authorized at regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Article VIII, Section 2

shall govern in that instance. For the purpose of this section, "proper notice" shall be deemed to be given when posted to the last known address of each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7. Proxies. All Members of the Association may vote and transact any business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the vote of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

Section 8. Ballots by Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for the vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association every Type A, B, C, D and E Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, or Development Unit Parcel, or cottage or cabin.

Employees of the Type E Member shall have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse and children who reside with such Member in Oristo shall have the same easement of enjoyment hereunder as a Member.

In those instances where a lot or dwelling unit or other property in Oristo is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, such joint owners and corporations shall annually appoint one (1) person as the "Primary Member". Such Primary Member shall have the same easement of enjoyment in the common properties as Members who own or occupy such property singularly. The remaining joint Members or Tenants and one other principal officer of such corporation shall be entitled to an easement of enjoyment in the Common Properties by:

(a) Paying the same user fees as guests of Members, or

(b) By paying to the Association annually an amount equal to the annual assessment charged against the property in which he or she owns a fractional interest or occupies as a tenant.

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Section 2. Members' and Residents' Easements of Enjoyment in Restricted Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type A Member, but not Type B, C, or D Member, and every lessee Resident shall have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot and Family Dwelling Unit. By an affirmative vote of seventy-five (75%) percent of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted Common Property" may be changed into an unrestricted "Common Property".

Section 3. Title to Common Properties and Restricted Common Properties. The Company covenants for itself, its successors and assigns, that it may convey to the Association, at no cost to the Association, by deed or lease of ninety-nine (99) years, those parcels of land and facilities described in Section 6 of this Article IV hereof, after the Company has completed improvements thereon, if such be required, such that the facility is functionally complete, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors subject to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Oristo. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Properties and Restricted Common Properties upon which all improvements required to be made by the Company have been completed, notwithstanding the fact that the Company is not obligated to convey or lease such properties to the Association until two (2) years after such improvements have been completed thereon.

Natural areas, trail areas, etc. shall be conveyed in large or small parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions, for single family detached and Patio home housing areas, multiple family tracts or public and commercial sites which may abut such natural areas, trail fences, etc. The Company covenants for itself, its successors and assigns, that it shall convey by deed to the Association all such properties within two (2) years of notification to the Association, in writing, of its intent to convey such properties, provided, however, that in the case of Common Properties or Restricted Common Properties, upon which improvements are required to be made by the Company, such notification of "intent to convey" shall not be deemed to be made until such time as the improvements have been completed such that the facility is functionally complete. Such notification will not normally show metes and bounds, and, in any event, the metes and bounds as shown on the recorded plat and deed to the Association shall govern. All said parcels of land may be conveyed to the Association subject to:

- (1) All Restrictive Covenants of record at the time of conveyance;
- (2) All existing mortgages; and
- (3) A reservation by the Company of the right to substitute or add new mortgages thereon; provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages.

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The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association except mortgages on Purchased Common Properties (as described hereinbelow in Section 4 of this Article IV) shall continue to be the sole obligation of the Company or any Affiliate of the Company as the case may be. Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof or hereafter but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 4. Purchased Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any charges established by the Association, every Type A Member shall have a right and easement of enjoyment in and to any property now or hereafter designated "Purchased Common Properties" pursuant to this Declaration. "Purchased Common Properties" may not be acquired by the Association unless approved by Referendum of Type A Members and, in the event such approval is obtained, the Company may, at its election, elect to receive in lieu of a cash payment a first mortgage and the Association's promissory note for the purchase of such properties at the then prevailing interest rates for loans on that type property from commercial lending institutions. Except for such Purchased Common Properties, the Company may not require the Association to pay for any other type properties conveyed to the Association such as those described in Section 6 (a) or (b) of this Article IV.

Section 5. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Bylaws, to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Properties, Restricted Common Properties and Purchased Common Properties, and providing services authorized herein and in aid thereof to mortgage said properties; and

(b) The right of the Association to assume and pay liens or encumbrances against the Purchased Common Property at the time of conveyance; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(d) The right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment or 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 assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules and regulations and fees, if any established by the Association for such use.

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, Restricted Common Properties and Purchased Common Properties and any facilities included therein, including the

right of the Association to charge a reasonable toll for the use of any roadways belonging to the Association, provided, however that such rights of the Association shall not be construed to impair or qualify an Owner's rights of ingress and egress to his property.

(f) The Board of Directors of the Association shall have full discretion to determine the amount of the fee or toll for use of any roadway it may own, provided, however, that such fee or toll shall be limited to an amount which generates sufficient sums to cover the cost of the operation of entry control security stations; to repair, rehabilitate, resurface and otherwise maintain said roadways, to provide for the maintenance and clean-up of right-of-ways; to provide drainage along said roadways; to provide for motorized security patrols and to provide such other roadway maintenance or services as the Association shall deem desirable. The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Association's roadways, subject to an Owner's or Resident's right of ingress and egress, including, but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said road, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the properties shall not make such restriction unreasonable. This paragraph (f) establishes maximum fees which may be charged for road entry and use of roads. The Board of Directors of the Association may supplement, with an allocation of a portion of the receipts from the annual assessment, the funds (if any) received from road use fees or tolls, to carry out the functions and activities as described in this paragraph (f).

The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties, Restricted Common Properties and Purchased Common Properties.

(h) The right of the Association to give or sell all or any part of the Common Properties and Restricted Common Properties, including lease-hold interest, to any public agency, authority, public service district, 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 dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6, and unless written notice of the meeting and of the proposed Agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties or Restricted Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

(i) The rights of reversion of the Lessor of any Common Properties or Restricted Common Properties leased by the Association upon expiration of the lease.

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Section 6. The Company covenants for itself, its successors and assigns, that, prior to 2016, it shall convey to the Association, by deed, ninety-nine (99) year leases or other instruments sufficient to convey to the Association the full beneficial use for ninety-nine (99) years, those properties designated on the Company's Master Plan as "Common Properties" or "Restricted Common Properties", including the properties listed below. Such conveyance shall be subject to all the restrictions and limitations of the various Articles of this Declaration and any other restrictions and limitations of record and shall include the following:

(a) As Common Properties. There shall be conveyed to the Association, without charge, by the Company:

(1) Any private community roads and rights-of-way thereof within the properties which connect Residential or Commercial Sites or Units, and Development Unit Parcels, to public roads or highways.

(2) All bike trails not contained or designated on the Master Plan or subdivision plats recorded in the Office of the Clerk of Court for Colleton County.

(3) Open spaces designated as such on the Company's Master Plan or subdivision plats recorded in the Office of the Clerk of Court for Colleton County.

(b) As Restricted Common Properties. There shall be conveyed to the Association without charge all properties designated by the Company for the exclusive common use and enjoyment of owners and tenants of Residential Lots and Multi-Family dwelling units, their immediate families, guests, accompanying such owners, and the Company.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations of Assessments. Ruscon-Sea Island Resorts, a Joint Venture, First Federal Savings and Loan Association of Charleston, nor any entity which either owns more than fifty (50%) percent, or Development Lender as successor and/or assignee of Ruscon-Sea Island Resorts, a Joint Venture, or its successors or assigns, shall have its unsubdivided property subject to assessment; nor shall have its subdivided property become subject to assessment whether or not improved until the expiration of three (3) years from the recording of a plat; or eighty (80%) percent of the lots shown on said plat have been sold; however, each owner, other than the Companies or the Development Lender as successor and/or assignee of Ruscon-Sea Island Resorts, a Joint Venture, its successors or assigns, of any Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special Assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest thereon and costs of collection therefor, as hereinafter provided shall be a charge as continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such real

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(a) As Common Properties. There shall be conveyed to the Association, without charge, by the Company:

(1) Any private community roads and rights-of-way thereof within the properties which connect Residential or Commercial Sites or Units, and Development Unit Parcels, to public roads or highways.

(2) All bike trails not contained or designated on the Master Plan or subdivision plats recorded in the Office of the Clerk of Court for Colleton County.

(3) Open spaces designated as such on the Company's Master Plan or subdivision plats recorded in the Office of the Clerk of Court for Colleton County.

(b) As Restricted Common Properties. There shall be conveyed to the Association without charge all properties designated by the Company for the exclusive common use and enjoyment of owners and tenants of Residential Lots and Multi-Family dwelling units, their immediate families, guests, accompanying such owners, and the Company.

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property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement and operation of the Common Properties and Restricted Common Properties but not Purchased Common Properties, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may expend funds derived from assessments to make payments of principal and interest as consideration for the conveyance by the Company to the Association of Purchased Common Properties.

In the case of annual operation of Purchased Common Properties, funds necessary for such operation shall not be derived from the assessments levied by the Association but rather from user charges and dues for a particular facility. Such user charges and user dues shall be in addition to and not in lieu of any other assessments herein provided for. No initiation fee may be charged to Members as a precondition to use of such Purchased Common Properties facilities, as distinguished from the annual and daily user charges hereinabove referred to, and all Members shall be entitled to identical levels of charges at all times.

Section 3. Application of "Maximum" Assessment. The annual assessment, as set forth in the schedule hereinbelow, and as is annually increased pursuant to the provisions of subparagraph (b) below, shall be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an assessment less than that set out below, it may levy such lesser assessment. Provided, however, so long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce assessments below those set out in Section 3 (a) immediately below without the written consent of the Company. The levy of an assessment less than the maximum regular assessment in one year shall not affect the Board's right to levy the maximum assessment in subsequent years. If the Board of Directors shall levy less than the regular assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the Maximum Regular Annual Assessment, it may call a Referendum requesting approval of a specified increase in such assessment. Should two thirds (2/3) of the votes cast in such Referendum be in favor of such Referendum, the proposed increased assessment shall be levied. An increase in assessments in any year pursuant to a Referendum taken shall in no way affect assessments for subsequent years.

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(a) The annual assessment shall be the sum calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Article V, Section 3 (b) hereinbelow.

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
Residential Lots	\$120
Family Dwelling Units	\$240
Public and Commercial Units	\$.15 per square foot
Unsubdivided Land, Multiple Family Tracts, Public and Commercial Sites and Development Unit Parcels.	\$ 50.00 per acre

(b) Property shall not be classified for the purposes of these covenants and these Annual Assessments as a Residential Lot, until the first day of the quarter of the year after all of the following have occurred:

1. Making of record a plat showing such Residential Lot;
2. Approval by the Office of Interstate Land Sales Registration or successor agencies permitting such Residential lot to be offered for sale;
3. The lot has been conveyed by the Company to a Purchaser.

(c) For the purpose of calculating the annual assessments on Public and Commercial Units, the area to be included in the determination of the total number of square feet shall be all interior areas within the roof line of a building including open porches but excluding terraces and like areas.

(d) The Annual assessment on unimproved land shall be billed quarterly commencing on the first day of January of each year. All other property shall be billed annually in January of each year. All assessment bills shall be due and payable ninety (90) days from the date of mailing same. The Board of Directors shall allow monthly or quarterly installment payments of Annual Assessments on improved property.

(e) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed an additional amount for the remaining full quarters of such year to reflect the category change.

(f) For purposes of these assessments and voting rights hereunder, a property will be classed as unimproved land, and not as a Family Dwelling Unit or Public or Commercial Unit until such time as ground breaking for the construction of such Unit has occurred, and assessment at the improved property rate shall be prorated for the remainder of the full quarters of the year and billed that amount on the first day of the next full quarter.

(g) All assessments charged by the Association shall be rounded off to the nearest dollar.

(h) From and after January 1, 1979, the maximum regular annual assessment shall be increased each year by the Board of Directors of the Association by five (5%) percent per year over the previous year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967 - 100, hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. However, the Board of Directors may suspend such automatic increase for any one (1) year at its own discretion.

In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(i) Any increase or decrease in the fixed amount of the Maximum Regular Annual Assessment shall be made in such a manner that the proportionate increase in such assessment is the same for Owners of Residential Lots, Family Dwelling Units, Multiple Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, or Unsubdivided Land.

Any time the actual assessment levied by the Board of Directors of the Association is less than the Maximum Regular Annual Assessment of such decrease shall be proportionate among the Owners of Residential Lots, Family Dwelling Units, Multiple Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, and Unsubdivided Land. The decrease or increase received by each class of owners of the various classes of property may be disproportionately only by the favorable vote of seventy five (75%) percent of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6 hereof, and by seventy five (75%) percent of the votes cast at said meeting by the Members of the classes whose proportionate share is being raised or decreased proportionately less than that of Members of other classes.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Association may levy special assessments for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties or Restricted Common Properties, but not Purchased Common Properties, including the necessary fixtures and personal property related thereto;

(b) For additions to the Common Properties or Restricted Common Properties;

(c) To provide for the necessary facilities and equipment to offer the services authorized herein;

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein;

(e) Such assessment before being charged must have received the assent of a majority of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one statement from the Directors favoring the special assessment and one

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statement from the Directors opposing the special assessment containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five (5) pages in length.

This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this Article plus an additional special assessment. Such special assessment in any one (1) year may not exceed a sum equal to the amount of the maximum regular annual assessment for such year except for emergency or other repairs required as a result of storm, fire, natural disaster or other casualty loss. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the owners of various classifications of assessable property shall be equal to the proportion of the regular assessments made for the assessment year during which such special assessments are approved by the Members.

Section 5. Reserve Funds. The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) recurring periodic maintenance, and (d) initial costs of any new service to be performed by the Association.

Section 6. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2 hereof, and under the Bylaws of the Association.

Section 7. Quorum for Any Action Authorized Under This Article. The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is to be called to take action under this Article the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty five (25%) percent of the total vote of the membership of the Association.

Section 8. Date of Commencement of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, and subject to the exemption of the Companies, the annual assessments provided for herein shall commence upon recording this instrument. Persons becoming members subsequent to January 1 of each year shall pay assessments prorated as of the date of initial membership.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land, within the assessment schedule as provided hereinabove, and shall at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner, the Lien; Remedies of the Association. If the assessment is not paid on or before the past-due date specified in Section 3(d) hereof, then such assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the due date and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the cost of preparing, the filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

Section 11. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which accrued subsequent to the date of such mortgage and have become due and payable prior to a sale or transfer or such property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosures. The subordination established by this Section 11 shall be limited to a period of one (1) year and shall not apply to assessments accruing subsequent to the first anniversary date of the date the exempted mortgage received title to the assessed property.

Section 12. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and liens created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;

(b) All Common Properties and Restricted Common Properties as defined in Article 1, Section 1, hereof;

(c) Property which is used for any of the following purposes:

1. In the maintenance and service of facilities within Common Properties;

2. Places of Worship;

3. Schools;

4. Non-profit, governmental and charitable institutions.

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Section 13. Annual Statements. The President, Treasurer or such other officer as may have custody of the funds of the Association shall annually within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000.00. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 14. Annual Budget. The Board of Directors shall prepare and make available to all Members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipt and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties and Restricted Common Properties. The Association shall be authorized to own and/or maintain (subject to the requirements of the County Council of Colleton County, South Carolina), common properties and Restricted Common Properties, equipment, furnishings, and improvements devoted to the following uses:

(a) For roads or roadways, and parkways along said roads or roadways throughout the Properties;

(b) For sidewalks, walking paths or trails, bicycle paths and bridle paths throughout the properties;

(c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g. buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof;

(d) For security and fire protection services, including security stations, maintenance building and/or guardhouses, police equipment and fire stations and fire fighting equipment; and buildings used in maintenance functions;

(e) For emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;

(f) For providing any of the services which the Association is authorized to offer under Section 1 of this Article;

(g) For purposes set out in deeds of long-term leases by which Common Properties and Restricted Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 5 of this Article;

(h) For lakes, play fields, benches, marshes, tennis and golf facilities, historic parks, wildlife areas, fishing facilities, other recreational facilities of any nature, and community meeting facilities serving the Properties; and

(i) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, Colleton County or some other public body.

Section 2. Ownership and Maintenance of Purchased Common Properties. The Association shall be authorized to purchase, own and maintain properties following approval of the Members pursuant to the requirements of Section 4 of Article IV hereof. In the event such facilities are purchased from the Company, the purchase price may be paid as hereinabove provided, and the debt amortized over a period not to exceed twenty (20) years from receipts of regular annual assessments or special assessments. The Association shall not be authorized to maintain Purchased Company Properties from receipt of regular annual assessment or special assessments, but shall be authorized to require the payment of user fees, annual user dues, and in the case of persons who are not Owners of property within the Oristo Development, initiation charges for membership, and the Association shall be authorized and required to maintain Purchased Common Properties from the receipts of such charges. All functions or services which the Association shall be authorized to provide for Purchased Common Properties as may be expressed elsewhere in this Declaration shall be subject to this provision.

Section 3. Services. The Association shall be authorized (unless prohibited by requirements of the County Council of Colleton County, South Carolina), but not required to provide the following services:

(a) Cleanup and maintenance of parkways, lakes, beaches, marshes and other Common Properties, and Restricted Common Properties, within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) Landscaping of sidewalks and walking paths and any Common Properties or Restricted Common Properties;

(c) Transportation facilities other than privately owned automobiles, e.g. buses, electric vehicles, etc., paid for by special assessment as provided for in Article V, Section 4 hereof;

(d) Lighting of sidewalks and walking paths throughout the properties;

(e) Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the "Properties" and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the properties;

(f) Fire protection and prevention;

(g) Garbage and trash collection and disposal;

(h) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(j) Maintenance of all lakes and lagoons located within the properties, including the stocking of such lakes and lagoons;

(k) To take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;

(l) To set up and operate an architectural review board in the event that the Association is designated by the Company as an agent of the Company for such purpose;

(m) Improvement of fishing available to Members within the Properties;

(n) To provide day care and child care services;

(o) To conduct recreation, sport, craft and cultural programs of interest to Members, their children and guests;

(p) To provide legal and scientific resources for the improvement of air and water quality within the Properties;

(q) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties;

(r) To provide safety equipment for storm emergencies;

(s) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals and public centers serving the area surrounding the Properties with special assessment on the resort area as provided for in Article V, Section 4 hereof.

(t) To construct improvements on Common Properties, or Restricted Common Properties, for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(u) To provide administrative services including but not limited to legal, accounting and financial; and communication services informing Members of Activities, Notice of Meetings, Referendums, etc., incident to the above listed services;

(v) To provide liability and hazard insurance covering improvements and activities on the Common Properties, Restricted Common Properties and Purchased Common Properties;

(w) To provide water, sewage and any necessary utility services not provided by a public body, private utility or the Company;

(x) To provide, conduct or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of short revetments and groins;

(y) To exercise any rights reserved by the Company and transferred by the Company to the Association;

(z) To provide any and all of the above listed services to another association of owners of real property under a contract, the terms of which must be approved by the Board of Directors.

Section 4. Reduction of Services. During the calendar year of 1978, the Board of Directors of the Association shall define and list a minimum level of services which shall be furnished by the Association. So long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association shall not reduce the level of services it furnishes below such minimum level.

Such minimum level of services shall expressly include an obligation of the Association to maintain roadways and drainage facilities in a functional and acceptable condition.

Section 5. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 4 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for referendum as herein provided. Subject to the provisions of Section 4 immediately above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the affirmative vote of fifty one (51%) percent or more of those voting in a Referendum within Type A, B, and C Members conducted by the Board of Directors under the same procedures as for a special assessment. However, in any referendum for the deletion of a service to Type D Members, such Members shall also be entitled to vote.

Section 6. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Company may make loans to the Association, subject to approval by the Company of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the regular annual assessment at any time there are outstanding any amounts due the Company as repaying of any loans made by the Company to the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board shall be composed of at least three (3) but not more than eleven (11) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than the officers, employees or agents of the Company shall be a member of the Architectural Review Board at all times.

Section 2. Architectural Review and Approval. No building, wall, fence, swimming pool, or other structure shall be commenced, erected or maintained upon the Common Properties, Restricted Common Properties, or Purchased Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Architectural Review Board. This paragraph shall not apply to any property utilized by a governmental entity or institution.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty five (25) 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 and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty five (25) year period or during the last year of any subsequent ten (10) years renewal period, three fourths (3/4) of the votes cast at a duly held meeting of the Association votes in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting of the Association votes in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that such notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be made of record and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. The Company specifically reserves the right to Amend this Declaration, or any portion thereof, on its own motion, from the date hereof until January 1, 1985, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three fourths (3/4) of the votes cast at

such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this 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, the effective date of the amendment, (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date that such notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be made of record.

So long as the Company, as the Type "E" Member, is entitled to elect a majority of the members of the Board of Directors of the Association, no amendment of this Declaration shall be made without the consent of the Company.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum if the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in a manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise. 336

Section 7. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one or two or more co-owners or co-tenants of a Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 8. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these covenants shall be subject to and conform with the provisions of:

(a) the Zoning Ordinances of the County of Colleton, South Carolina, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified.

(b) the Master Plan for the development of Oristo as may from time to time hereafter be amended or modified.

(c) all conditions imposed on Oristo by the zoning authorities of County Council allowing the development of Oristo as a Planned Development District under such zoning ordinances of the County of Colleton, South Carolina, as may from time to time hereafter be amended or modified.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Company contemplated under this Declaration, the Company shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 10. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties, Restricted Common Properties and Purchased Common Properties belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties, Restricted Common Properties and Purchased Common Properties as Trustee for use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII,

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Section 1, all Common Properties, Restricted Common Properties and Purchased Common Properties owned by the Association at such time shall be transferred to a trustee appointed by the Circuit Court of Colleton County, South Carolina, which Trustee shall own and operate said Common Properties, Restricted Common Properties and Purchased Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed that amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The rate of the minimum and maximum annual assessment which may be charged by the Company or Trustee hereunder on any particular lot or parcel may be automatically increased each year by either five (5%) percent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967 - 100) (hereafter C.P.I.) issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the regular maximum annual assessment on a lot or parcel shall equal the regular maximum annual assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with interest thereon of the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Company, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Company or Trustee may charge as part of the cost of such functions the reasonable value of services in carrying out the duties herein provided. Neither the Company nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Properties, Restricted Common Properties or Purchased Common Properties, once the funds provided by the annual assessment have been exhausted.

(e) The Company shall have the right to convey title to the Common Properties, Restricted Common Properties and Purchased Common Properties and to assign its rights and duties hereunder, provided that the transferee

Recorded May 24, 1978, (9 A.M.), Emily N. Baggett, Clerk of Court

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accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties, Restricted Common Properties and Purchased Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent or more of the owners of properties within the properties or in the alternative shall be found to be in the best interest of the Owners of property within the properties by the Court of Common Pleas of Colleton County, South Carolina. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, Restricted Common Properties, or Purchased Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of property within the Properties, then for the payment of any obligations distributed among the Owners of property within the Properties, exclusive of Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owners bears to the total maximum annual assessments for all property located within the Properties.

IN WITNESS WHEREOF, ORISTO PROPERTY OWNERS ASSOCIATION, INC. and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHARLESTON and RUSCON-SEA ISLAND RESORTS, A JOINT VENTURE, have caused these presents to be executed by its duly authorized officers this 5th day of April, 1977.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ORISTO PROPERTY OWNERS
ASSOCIATION, INC.

Carl C. Allen

[Signature]

[Signature]

[Signature] President

[Signature]

[Signature] Secretary

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHARLESTON
(Corp. Seal Affixed)

Linda E. Steen

By: [Signature]

[Signature]

Attest: [Signature]

RUSCON-SEA ISLAND RESORTS,
A JOINT VENTURE

[Signature]

By: [Signature]

[Signature]

Attest: [Signature]

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Edisto Beach, Colleton County, formerly Charleston County, State of South Carolina, generally known as the Oristo Development, and being shown on a Plat of Survey prepared by R. Earl Fischer, Jr., L.S. and P.E., dated July 22, 1975 and recorded July 25, 1975 in Plat Book Misc. #1, Office of the Clerk of Court for Colleton County, South Carolina.

THE PREMISES being generally depicted on the above mentioned Plat of Survey as being Golf Course Fairways 1 through 18, inclusive, Practice Range, Properties of Sea Island Resorts, Properties of Ruscon-Sea Island Resorts, Clubhouse, Tennis Courts, Sea Cloud Circle, all of which being more fully shown on the above mentioned Plat of Survey.

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Recorded May 24, 1978, (9 A.M.), Emily N. Baggett, Clerk of Court

STATE OF SOUTH CAROLINA

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COUNTY OF COLLETON

PERSONALLY appeared before me

Decil C. Allen

and made oath that (s)he saw

the within named ORISTO PROPERTY OWNERS ASSOCIATION, INC., by

Harold Depkinits President

and

Michael J. Burkettits Secretary

attest the same, and the said Corporation, by said officers,

seal the foregoing instrument, and as its act and deed, deliver

same, and that (s)he with Sharon S. Sherrod

witnessed the execution thereof.



SWORN to before me this

5th day of April, 1978. (SEAL)

Notary Public for South Carolina

(Seal Affixed)

My Commission Expires: October 8 1984

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me

Linda E. Steen

and made oath that (s)he saw the

within named FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF

CHARLESTON, by A. L. Hutchinson, Jr., its Senior Vice President,and J. H. Minson,its Executive Vice President and Secretary attest

the same, and the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

OF CHARLESTON, by said officers, seal the foregoing instrument, and,

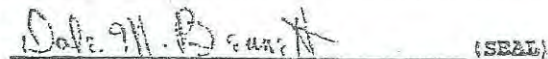
as its act and deed, deliver same, and that (s)he with

Susan E. Wright

witnessed the execution thereof.



SWORN to before me this

5th day of April, 1978. (SEAL)

Notary Public for South Carolina

My Commission Expires:

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me

Virginia S. Jamerson and made oath that (s)he saw the
within named RUSCON-SEA ISLAND RESORTS, A JOINT VENTURE, by
Robert B. Russell Jr., its Vice President, and
Robert L. Sharpe, its Vice President, attest
the same, and the said RUSCON-SEA ISLAND RESORTS, A JOINT
VENTURE, by the above named, seal the foregoing instrument, and
as its act and deed, deliver same, and that (s)he with
Carol L. Sneed witnessed the execution
thereof.

Virginia S. Jamerson

SWORN to before me this

15th day of April, 1978.

Dede W. B. [Signature] (SEAL)

Notary Public for South Carolina
(Seal Affixed)

My Commission Expires: My Commission expires on or about

Recorded May 24, 1978, (9 A.M.), Emily N. Baggett, Clerk of Court

Recorded this 24th
Day of May A.D. 1978
In Book 8 Page
At 9 O'Clock A.M.
Trinity J. B. B. B.
Clerk of Court, Collier County, S. C.



(Seal of Office)

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1st Amendment to 5th Supplemental, Deed Book 502 Pg 57.
 2nd Supplement, See Deed Book 489, at Page 268.
 3rd Amendment, See Deed Book 468, at Page 232.
 4th Amendment, See Deed Book 464, at Page 105.

DECLARATION OF RIGHTS, RESTRICTIONS,

AFFIRMATIVE OBLIGATIONS AND CONDITIONS

APPLICABLE TO ALL PROPERTY IN THE ORISTO SUBDIVISION

For Waiver of Option ON EDISTO BEACH, S. C.
 See Deed Book 278 at Page 92.

WHEREAS, First Federal Savings and Loan Association of Charleston is the owner of approximately 200 Acres on Edisto Island, County of Colleton, and Ruscon-Sea Island Resorts, A Joint Venture, is the owner of approximately 98 Acres on Edisto Island, County of Colleton, the said properties taken together form a resort development known as Oristo and the two owners shall hereinafter be referred to collectively as the "Company", and

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Oristo.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands shown on Exhibit "A" attached hereto. THE COMPANY RESERVES IN EACH INSTANCE THE RIGHT TO ADD ADDITIONAL RESTRICTIVE COVENANTS IN RESPECT TO SAID PROPERTIES TO BE CONVEYED, OR TO LIMIT THEREIN THE APPLICATION OF THIS DECLARATION.

For Waiver of Option, See Deed Book 281, at Page 17

For Waiver of Option See Deed Book 278 at Page 234
 ARTICLE I
 DEFINITIONS

"Oristo" when used herein shall refer to the lands in Colleton County, South Carolina, which are shown as a part of Oristo on the Company's Master Development Plan as revised from time to time.

Whenever used herein, the term "Company" or "the Company" shall refer to First Federal Savings and Loan Association of Charleston and Ruscon-Sea Island Resorts, A Joint Venture, collectively.

For Amendment, See Deed Book 390, at Page 43.
 Whenever used herein, the term "Association" shall refer to Oristo Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns and any other community or owners association within Oristo organized by the Company or by others with the consent of the Company.

2nd Amendment, See Deed Book 424, at Page 30.
 The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Oristo which has been subjected to the provisions of this Declaration.

For 2nd Supplement, See Deed Book 432, at Page 82.
 The term "Property Owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Oristo including, but not limited to, owners of property or tracts of land and owners of condominium units, whether such property, tracts or units are used or intended to be used for residential, commercial or recreational purposes.

For 1st Amendment, See Deed Book 438, at Page 167.
 Whenever used herein the term "Lot" shall refer to any subdivided parcel of land located in Oristo which is intended for use as a site for a single family detached dwelling, garden home or patio home, townhouse, cabin, cottage or multi-family dwelling.

For 1st Supplement, See Deed Book 438, at Page 14.

For 2nd Supplement, See Deed Book 438, at Page 15.

family detached dwelling, garden home or patio home, townhouse, cabin, cottage or multi-family dwelling.

For Waiver of Right of First Refusal, see Deed BK. 595, at Pg. 68.

The covenants and restrictions below will be referred to as the General Covenants of "Oristo", and will be recorded in the Office of the Clerk of Court of Colleton County, South Carolina, and may be incorporated by reference in any deeds to real property issued by either of the entities that comprise the Company.

For 4th Supplement, see Deed Book 629, at Page 313.
For 4th Supplement, see Deed BK. 632, at Pg. 94.

ARTICLE III

COVENANTS, RESTRICTIONS AND AFFIRMATIVE

OBLIGATIONS APPLICABLE TO ALL

PROPERTIES IN ORISTO

For 4th Amendment, see Deed Book 639, at Page 310.

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structure makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective standards and guidelines which shall be in addition to these covenants.

For 1st Amendment, see Deed Book 655, at Page 297.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Oristo until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall be deemed sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

For 5th Supplement, see Deed Book 672, Page 341.

2. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely and decide the precise site and location of any building or structure or structures on any property in Oristo for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall automatically approve such location for a residence or group of residential units.

For 2nd Amendment, see Deed Book 715, at Page 154.

For Re-Recorded Amendment, see Deed Book 719, at Page 120.

For 2nd Amendment, see Deed Book 724, at Page 334.

For 2nd Amendment to 3rd Supplement, see Deed BK. 752, at Pg. 221.

For 1st Amendment, see Deed Book 798, at Page 305.

For 6th Supplement, see Deed Book 879, at Page 119.

For 6th Supplement & 3rd Amendment, see Deed BK. 910, at Pg. 112.

3. No commercial sign, including "for rent", or "for sale", and other similar signs, shall be erected or maintained on any lot by anyone including but not limited to the owner, a realtor, a contractor or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

4. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

5. All pets must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Company for the maintenance and confinement of pets.

6. Prior to the occupancy of a dwelling unit proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Company, its licensee, successor or assigns, or if no such main has been constructed in the vicinity of such lot, then such disposal of all sewage and all sewage shall be emptied or discharged into such main or tanks. No sewage or other waste material shall be emptied or discharged into the ocean, any creek, marsh, river, sound, any waterway or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority prior to the use of the system.

7. No private water wells for human consumption may be drilled or maintained on any residential lot so long as the Company, its licensee, agents, successors or assigns, plans a water distribution line within one hundred (100') feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line.

8. The company reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement and right on, over and under each lot to erect, maintain and use poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided, however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of each lot, parcel, or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by the Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for such screen delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

10. The Company expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in the property. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

12. In the event the lot owner desires to sell a lot, any portion thereof or any improvements constructed thereon within the Property, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have thirty (30) days from the latter of (a) the date of such offer, or (b) the date upon which all assessments owed to the Association by the owners are paid, within which to exercise its right of first refusal to purchase said property at the offered price, and on the same terms and conditions, thereafter the lot owner shall have the right to sell said property to third parties subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

Should, however, such sale not be consummated within six (6) months of the date of the offer transmitted to the Company, the terms and limitations of this paragraph shall again be imposed upon any sale by the lot owner.

If the Company shall elect to purchase such property, the transaction shall be consummated within thirty (30) days following delivery of notice by Company to the lot owner of its decision to purchase.

The provisions of this paragraph shall not apply to sales under powers contained in Mortgages, and similar security instruments.

13. No structure of a temporary character shall be placed upon any property at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the property after completion of construction. The design and color of temporary structures shall be subject to reasonable aesthetic control by the Company.

14. No television antenna, radio receiver or sender or other similar device shall be attached on the exterior portion of any Dwelling Unit or on any Property within Oristo; provided, however that the provisions

of this paragraph shall not apply to Company and/or the Association for the installation of equipment necessary for a master antenna system, C.A.T.V. and mobile radio systems or other similar systems within the Properties.

15. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

16. The Company hereby assigns unto Oristo Development Company, Inc. the rights and powers of the enforcement of this Article and further, the right to grant or withhold approval of plans, site locations, etc. and such assignment shall remain in full force and effect until revoked in writing.

ARTICLE III

ADDITIONAL RESTRICTIONS TO IMPLEMENT

EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Oristo, the following environmental controls are hereby established:

1. In order to protect the natural beauty of the vegetation and topography of the marsh and lagoon edges located throughout Oristo, written approval of the Company is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of paragraph 1 of Article II.

2. No trees measuring six (6") inches or more in diameter at a point two (2') feet above ground level may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective insect, reptile, and woods fire control, the Company and its agents have the right to enter upon any property on which a building or structure had not been constructed and upon which no landscaping plan had been implemented, for the purposes of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth which in the opinion of the Company detracts from the overall beauty, setting and safety for Oristo. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Company and its agents may likewise enter upon such property to remove any trash which has collected. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut, or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

4. In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable, and releaseable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to

control access and egress, or for any other purpose in the opinion of the Company are necessary or desirable to control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

The rights reserved unto the Company in this paragraph 4 and in paragraph 3 above shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of said paragraphs.

ARTICLE IV

ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" or "Private Open Space Areas" on plats filed for record in the office of the Register of Mesne Conveyance of Colleton County, South Carolina, by the Company. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Oristo Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Oristo tenants and their guests which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas subject to the rules and regulations of the Company.

3. Land designated as "Open Space Areas" may be employed in the construction, maintenance, and enjoyment of the following facilities:

- (a) Social, recreational, and community buildings.
- (b) Public and private profit making clubs and other recreational facilities.
- (c) Daycare centers, nursery schools, and kindergartens.
- (d) Art school and/or art gallery and/or nature museum.
- (e) Emergency squad(s) and fire stations.

4. Land designated as "Private Open Space Areas" shall be subject to the easement granted in paragraph 2 of this Article IV in every respect except that the enjoyment thereof shall be and is hereby limited to owners of property, tenants, and their guests immediately contiguous and adjacent to such land and owners of non-contiguous property designated on plats of property in Oristo as being entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as "Private Open Space Areas". All expenses incurred in the protection, maintenance, and enhancement of "Private Open Space Areas" shall be paid equally by the owners who are entitled to an easement of enjoyment over such areas.

5. Upon receipt of the written request of seventy-five (75%) percent of the owners having an easement of enjoyment over a Private Open Space Area, the Company may permit the construction, maintenance, and operation of indoor and/or outdoor recreation facilities upon such

Private Open Space Area. The cost of such construction, maintenance and operation shall be at the sole cost of the owners entitled to such easement of enjoyment.

6. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and Private Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Areas and Private Open Spaces designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space and community use and enjoyment thereof.

7. The Company shall have the right to protect from erosion the land described as Open Space Area or Private Open Space Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company to take steps necessary to provide and insure adequate drainage ways in open spaces, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

8. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releaseable easement of right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage, or other public conveniences or utilities in said Open Space Areas and Private Open Space Areas. These restrictions and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Private Open Space Areas. Such rights may be exercised by any licensee or assignee of the Company to provide or maintain any such utility or service.

9. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Oristo except that the provisions of this paragraph shall not prohibit the Company or the Association from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Oristo.

10. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

11. The granting of the easement in Open Space Areas and Private Open Space Areas in this part no way grants to the public or to the owners of any land outside Oristo the right to enter such open space without the express permission of the Company.

12. The Company expressly reserves unto itself, its successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

13. The Company further reserves the right to convey "Open Space Areas" and "Private Open Space Areas" to the Association. Such conveyance shall be made subject to the provisions of the Article IV. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Company in this part as well as all of the Company's obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of this article. Property conveyed to the Association pursuant to the authority of the paragraph 13 shall become "Common Properties", "Restricted Common Properties", or "Purchased Common Properties", as prescribed by the "Declaration of Covenants and Restrictions of the Open Space Property Owners Association, Inc.", which are to be recorded in the office of the Clerk of Court of Colleton County, South Carolina, contemporaneous herewith.

14. Where the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

15. It is expressly understood and agreed that the granting of the easements set out in this Article IV in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

ARTICLE V

SPECIAL RESTRICTIONS AFFECTING

GOLF FAIRWAY RESIDENTIAL AREAS

1. "Golf Fairway Residential Areas" is defined as all those residential lots of land or blocks of land intended for subdivision located adjacent to any golf course located in the property.

2. That portion of any Golf Fairway Residential lot or block within thirty (30') feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Company before the implementation.

3. There is reserved to the Company and the Association a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in the property. This reserved easement shall permit the Company or the Association at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6") inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30') feet of the lot line(s) bordering the golf course, or such less area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the Owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Company and the Association reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the

course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, shall not spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway, "Out of Bounds" markers may be placed on said lot at the expense of the Company.

5. Owners of Golf Fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Notwithstanding the provisions of Section 3 of this Article V the Company hereby reserves the right to allow an owner to construct a dwelling over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its uncontrolled discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

ARTICLE VI

ADDITIONS, LIMITATIONS, DURATION AND

VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically included, but not be limited to, the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been placed of record. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent a violation or a breach. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent a violation or a breach. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Edisto Beach, Colleton County, formerly Charleston County, State of South Carolina, generally known as the Oristo Development, and being shown on a Plat of Survey prepared by R. Earl Fischer, Jr., L.S. and P.E., dated July 22, 1975 and recorded July 25, 1975 in Plat Book Misc. #1, Office of the Clerk of Court for Colleton County, South Carolina.

THE PREMISES being generally depicted on the above mentioned Plat of Survey as being Golf Course Fairways 1 through 18, exclusive, Practice Range, Properties of Sea Island Resorts, Properties of Ruscon-Sea Island Resorts, Clubhouse, Tennis Courts, Sea Cloud Circle, all of which being more fully shown on the above mentioned Plat of Survey.

Recorded May 26, 1978, (9 A.M.), Emily N. Baggett, Clerk of Court

Master Declaration in Book 672, Page 341 et seq., all in the Office of the Clerk of the Court for Colleton County, South Carolina; and

WHEREAS, the Association has certain responsibilities as set forth in the Master Declaration.

WHEREAS, the Association desires to amend the quorum requirements contained in the Master Declaration and approved changes to the quorum requirements at the annual meeting of the Fairfield Ocean Ridge Property Owners Association held on March 15, 1997 pursuant to the Master Declaration.

NOW, THEREFORE, pursuant to the terms of the Master Declaration, the Articles of the Master Declaration are amended as follows:

Article III, Membership and Voting Rights in the Association, Section 6, the sixty (60%) percent quorum requirement is amended to forty (40%) percent. The entirety of Section 6 is set forth below containing the modification.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast forty (40%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement by Article VIII, Section 2.

Article V, Covenants for Assessments, Section 7, the sixty (60%) percent quorum requirement are amended to forty (40%) percent. The entirety of Section 7 is set forth below containing the modification.

Section 7. Quorum for Any Action Authorized Under This Article. The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is to be called to take action under this Article the presence at the meeting of Members or proxies entitled to cast forty (40%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association.

Article VIII, General Provisions, Section 2, the sixty (60%) percent quorum requirement and the fifty (50%) percent quorum requirement in the last paragraph are amended to forty (40%) percent. The entirety of Article VIII, Section 2, the last paragraph is set forth below with the modifications.

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the members or proxies entitled to cast forty (40%) percent of the total vote of the Membership shall constitute a quorum if the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast forty (40%) percent of the total vote of the Association.

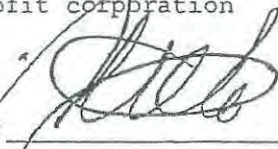
IN WITNESS WHEREOF, this document is executed by Fairfield Ocean Ridge Property Owners Association, Inc., through its corporate officers who are duly authorized to execute same, on the day and date above written.

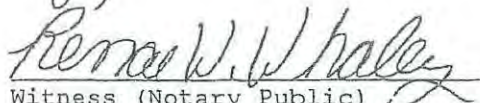
SIGNED, SEALED AND DELIVERED

FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation

IN THE PRESENCE OF:


Witness

By: 
President


Witness (Notary Public)

ATTEST: 
Secretary

(SEAL)

STATE OF South Carolina)
COUNTY OF Colleton) SS.

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Fairfield Ocean Ridge Property Owners Association,

07136

FIRST SUPPLEMENTAL DECLARATION TO
DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS APPLICABLE TO
ALL PROPERTY IN THE ORISTO SUBDIVISION
ON EDISTO BEACH, SOUTH CAROLINA

WHEREAS, FAIRFIELD OCEAN RIDGE, INC., a South Carolina corporation, formerly known as Fairfield of South Carolina, Inc. (hereinafter the "Owner"), on this 5th day of December, 1988, hereby declares that it is the sole owner in fee simple and the developer of the real property described on Exhibit A attached hereto and depicted on those certain plats recorded in Plat Book 16 at Page 80, Plat Book 17 at Page 24 and Plat Cabinet B at Slide 85 in the Clerk of Court's Office for Colleton County, South Carolina, said plats being incorporated herein by reference (the "Additional Property"); and

WHEREAS, on May 26, 1978, Owner's predecessor in title filed of record in Book 195 at Page 347 that certain Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in the Oristo Subdivision on Edisto Beach, South Carolina (the "Declaration"); and

WHEREAS, the recitations on page one of the Declaration recited the following, in part, with regard to the real property to be subject to the covenants and restrictions:

"WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Oristo.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands shown on Exhibit 'A' attached hereto." and

WHEREAS, said Exhibit 'A' described that certain plat of survey by R. Earl Fisher, Jr., L.S. and P.E. dated July 22, 1975 and recorded July 25, 1975 in Plat Book Misc. #1 (said plat also being recorded in Plat Cabinet B at Slide 73); and

WHEREAS, said plat does not depict property of the Owner commonly known as the Bay Point area of Edisto Beach, containing 4.88 acres, more or less, as shown on those certain plats recorded in Plat Book 16 at Page 80 and Plat Book 17 at Page 24 in aforesaid Clerk's Office and does not fully depict Parcel H (as contained in that certain deed into the Owner recorded in Book 258 at Page 63 in aforesaid clerk's office), by virtue of the fact that said 'Parcel H' (now known as Marsh Point) is designated by a dashed line as opposed to a solid line; and

RECORDED Dec. 28, 1988 - 2:45 P.M.
Eva O. Reed
R.M.C. COLLETON COUNTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and exhibits attached hereto.

IN WITNESS WHEREOF, the Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina corporation, has caused this instrument to be executed in its corporate name by its _____ President, attested to by its _____ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this 16th day of December, 1988.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

FAIRFIELD OCEAN RIDGE PROPERTY
OWNERS ASSOCIATION, INC.

Loraine Stanley
Witness

By: Charles C. Byers
Its: President

Betty E. Warren
Witness (Notary Public)

ATTEST: Alfred M. Peeler, Jr.
Secretary
(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named Fairfield Ocean Ridge Property Owners Association, Inc., by its proper corporate officers, sign, seal and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Loraine Stanley
(Signature of 1st Witness)

SWORN to before me this
16th day of December, 1988.

Betty E. Warren
Notary Public for South Carolina
My Commission Expires: 4-24-96

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, the Bay Point At Edisto Council of Co-Owners, Inc., acting by and through its original Board of Administrators, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and exhibits attached hereto.

IN WITNESS WHEREOF, the Bay Point At Edisto Council of Co-owners, acting by and through its Board of Administrators, has caused this instrument to be executed by all members of the Board, this 16th day of December, 1988.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

BOARD OF ADMINISTRATORS
BAY POINT AT EDISTO COUNCIL OF
CO-OWNERS, INC.

Loraine Stanley
Witness

By: Charles C. Byers
Charles C. Byers
Its: President

Betty E. Warren
Witness (Notary Public)

ATTEST: Alfred M. Peeler, Jr.
Secretary
Alfred M. Peeler, Jr.
(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named Bay Point At Edisto Council of Co-Owners, Inc., by its proper corporate officers, sign, seal and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Loraine Stanley
(Signature of 1st Witness)

SWORN to before me this
16th day of December, 1988.

Betty E. Warren
Notary Public for South Carolina
My Commission Expires: 4-24-96

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, the Marsh Point Villas Council of Co-Owners, Inc., acting by and through its original Board of Administrators, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and exhibits attached hereto.

IN WITNESS WHEREOF, the Marsh Point Villas Council of Co-owners, Inc., acting by and through its Board of Administrators, has caused this instrument to be executed by all members of the Board, this 16th day of December, 1988.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

BOARD OF ADMINISTRATORS
MARSH POINT VILLAS COUNCIL OF
CO-OWNERS, INC.

Lorraine Stanley
Witness

By: Charles C. Byers
Charles C. Byers
Its: President

Betty E. Walker
Witness (Notary Public)

ATTEST: Alfred M. Peeler, Jr.
Secretary
Alfred M. Peeler, Jr.

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named Marsh Point Villas Council of Co-Owners, Inc., by its proper corporate officers, sign, seal and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Lorraine Stanley
(Signature of 1st Witness)

SWORN to before me this
16th day of December, 1988.

Betty E. Walker
Notary Public for South Carolina
My Commission Expires: 4-24-96

EXHIBIT A

ALL that lot or parcel of land, together with the buildings and improvements, wharfs and docks thereon, situate, lying and being in the Town of Edisto Beach, Colleton County, formerly Charleston County, State of South Carolina, at the extreme Northern end of Edisto Beach on the South Edisto River, where the South Edisto River and Big Bay Creek converge, measuring and containing three (3) acres, more or less, and shown on a map thereof by A.L. Glen dated June 1952, attached to and made a part of the deed of Edisto Beach Development Company to Edisto Beach Yacht Club dated August 23, 1954, and recorded in the RMC Office for Charleston County in Book R-60, Page 226, which plat, by this reference thereto, is specifically incorporated herein. A certified copy of the said plat is recorded in the Office of the Clerk of Court for Colleton County in Plat Book 16, Page 80.

BUTTING AND BOUNDING to the North and East on Big Bay Creek; to the South on property designated "Proposed Walkway" and "Street 50" and property now or formerly of Sea Island Resorts, Inc.; and to the West on the South Edisto River.

Said property having such further size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

ALSO

ALL that piece, parcel or tract of land, situate, lying and being in the Town of Edisto Beach, Colleton County, South Carolina, formerly Charleston County, containing one and 88/100 (1.88) acres, more or less, and more particularly shown on a plat thereof by R. Earl Fischer dated March 31, 1976, recorded May 13, 1976, in Plat Book 17, Page 24, in the Office of the Clerk of Court for Colleton County, South Carolina, and having such size, shape, dimensions, buttings, boundings, courses and distances as will by reference to said plat more fully appear.

ALSO

ALL those two pieces, parcels or tracts of land, situate, lying and being at Oristo, in the Town of Edisto Beach, Colleton County, South Carolina, and more particularly shown and designated as Tract A and Tract A-2, containing 9.618 acres, on a plat by G. Robert George & Associates, Inc., dated September 1978, entitled "Plat Showing Tracts A, A-1, and A-2, Property of First Federal Savings & Loan Association of Charleston, Oristo, in the Town of Edisto Beach, Colleton County, South Carolina", Tract A being within the lines joining the letters B, C, D, E, F, G, H, J, K, L, M, N, B on said plat, and Tract A-2 being within the lines joining Stations F-1, F-2, F-3, F-4, F-5, F-6, F-1, on said plat, which plat is recorded in Plat Cabinet B, Slide 85, Clerk of Court's Office for Colleton County, South Carolina.

Said tracts having such size, location, dimensions, buttings and
boundings as are shown on said plat.

31NJW

1908 DEC 28 PM 2:45
COLLETON COUNTY
R. M. C. OFFICE

Recorded this 28 day of
Dec. A.D. 1908 in Book 438
Page 17 at 2:45 P. M.
Comm. O. G. Red
Clerk of Court, Colleton County, SC

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS AND
DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS OF FAIRFIELD OCEAN RIDGE
PROPERTY OWNERS ASSOCIATION, INC.
f/k/a ORISTO PROPERTY OWNERS ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., f/k/a ORISTO PROPERTY OWNERS ASSOCIATION, INC. (this "Amendment") is made this 9th day of FEBRUARY, 2006 by Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina non-profit corporation ("Association").

WHEREAS, the predecessor in title to Fairfield Communities, Inc. ("Developer") filed the Declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc. recorded on the 24th day of May, 1978 in Book 195, Page 310 et seq. in the Office of the Clerk of the Court for Colleton County, South Carolina and the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions recorded on the 26th day of May, 1978 at Book 195, Page 347 of said Office (together, the "Master Declaration"), which subjected the property described therein to the terms, conditions, and restrictions of the Master Declaration; and

WHEREAS, Developer filed of record certain First Supplemental Declarations to the Master Declaration in Book 438, Page 14 et seq. and Page 22 et seq., certain Second Supplemental Declaration to the Master Declaration in Book 446, Page 301 et seq. and Page 306 et seq., the Third Supplemental Declaration to Master Declaration in Book 566, Page 74 et seq. and the Fourth Supplemental Declaration to Master Declaration in Book

629, Page 313 et seq., the Fifth Supplemental Declaration to Master Declaration in Book 672, Page 341 et seq., and Sixth Supplemental Declaration to the Master Declaration in Book 879, Page 119 et seq., all in the Office of the Clerk of Court for Colleton County, South Carolina; and

WHEREAS, the name of Oristo Property Owners Association, Inc. was formally changed to Fairfield Ocean Ridge Property Owners Association, Inc. by appropriate documents filed in the office of the South Carolina Secretary of State on July 26, 1985; and

WHEREAS, the Association has certain rights and responsibilities as set forth in the Master Declaration; and

WHEREAS, the Association desires to amend the Master Declaration by eliminating cumulative voting for Directors and to provide a new provision as to interest on delinquent assessments and these changes were approved by its members at the annual meeting of the Fairfield Ocean Ridge Property Owners Association, Inc. held on January 14, 2006 pursuant to the Master Declaration.

NOW, THEREFORE, pursuant to the terms of the Master Declaration, the Articles of the Master Declaration are hereby amended as follows:

Article III, Section 4(a) is amended by deleting the following sentences:

"Members may cast all such votes for any one Director or may distribute them among the number to be elected by Types A, B, C and D Members, or any two or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised is termed cumulative voting."

As revised, Article III, Section 4(a) shall read as follows in its entirety:

(a) "Each member of Types A, B, C and D Membership classes shall be entitled to as many votes as equals the number of votes he is entitled to, based on his ownership of or tenancy in one or more of the various classifications of property as computed by the formula set out in Section 2 hereof, multiplied by the number of directors to be elected by Types A, B, C and D Members. Members, except the Type E Members, are divided into classes for the sole purpose of computing voting rights and shall not vote as a class. There shall be no cumulative voting."

AND

Article V, Section 10, as amended, shall read in its entirety:

"Section 10. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner, the Lien; Remedies of the Association. If the assessment is not paid, on or before the past-due date specified in Section 3(d) hereof, then such assessment shall become delinquent and shall (together with interest thereon at the rate of one and one-half percent (1 ½%) per month from the due date and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment, and accrued and accruing interest, the cost of preparing and the filing of the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action."

IN WITNESS WHEREOF, this document is executed by Fairfield Ocean Ridge Property Owners Association, Inc., through its corporate officers who are duly authorized to execute the same on the day and date above written.

SIGNED, SEALED AND DELIVERED

FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation

IN THE PRESENCE OF:

Barnwell W. Haley
Witness

By: [Signature]
President

Marilyn M. Davidson
Witness (Notary Public)

ATTEST: [Signature]
Secretary

(SEAL)

STATE OF SOUTH CAROLINA)

SS.

COUNTY OF COLLETON)

FILED, RECORDED, INDEXED
03/01/2006 01:59:24PM
Rec Fee: 10.00 Et Fee: 0.00
Co Fee: 0.00 Pages: 4
Clerk of Court
Colleton County, SC
Patricia C. Grant

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Fairfield Ocean Ridge Property Owners Association, Inc., by and through its proper corporate officers, sign, seal, and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Barnwell W. Haley
WITNESS

SWORN to before me this 9th
Day of February, 2006

Marilyn M. Davidson
Notary Public for South Carolina
My Commission Expires:



Deliver to: BARNWELL WHALEY PATTERSON & HELMS, L

835 ISLAND PARK DRIVE
CHARLESTON SC 29492

03/01/2006

This document was prepared by Fairfield Communities, Inc., Legal Department

5079

THIRD SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
ORISTO PROPERTY OWNERS ASSOCIATION, INC.,
AND DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

THIS THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS OF ORISTO PROPERTY OWNERS ASSOCIATION, INC. AND DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS ("Third Supplemental Declaration") is made this 14 day of June, 1992 at Fairfield Ocean Ridge, Inc., a South Carolina corporation ("Developer").

WHEREAS, Developer's predecessor in title filed the Declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc. recorded on the 24th day of May, 1978 in Book 195, Page 310 et seq. in the Office of the Clerk of the Court at Colleton County, South Carolina and the Declaration of Rights, Restriction, Affirmative Obligations and Conditions recorded on the 26th day May, 1978 at Book 195, Page 347 of said Office together the "Master Declaration", which subjected the property described herein to the terms, conditions, and restrictions of the Master Declaration; and

WHEREAS, Developer filed of record the First Supplemental Declaration to the Master Declaration in Book 438 Pages 14 and 22 et seq., and the Second Supplemental Declaration to the Master Declaration in Book 446, Pages 301 and 36 et seq., all in the Office of the Clerk of the Court for Colleton County, South Carolina; and

WHEREAS, Developer, as the sole owner in fee simple of the property described on EXHIBIT "A" attached hereto and incorporated herein by reference, ("Property") desires by execution and recordation of this Third Supplemental

Declaration to establish a lot subdivision to be known as Lots 9, 10, and 11, Block BK consisting of three (3) lots; and

NOW, THEREFORE, pursuant to the terms of the Master Declaration, the Property described in EXHIBIT "A" attached hereto, is hereby subdivided as reflected upon the subdivision plat recorded concurrently herewith in Plat Book 588, Page 3 in the Office of the Clerk of the Court for Colleton County, South Carolina entitled "Boundary Survey of Lots 9, 10, and 11, Block BK" and by this Third Supplemental Declaration hereby submits said Property to the Master Declaration as well as the additional terms and conditions set forth herein:

3. In addition to each and every right of the Developer as set forth in the Master Declaration, the Property is further subject to the following reserved rights of the Developer:

Right to Charge Recreation Fee. Developer reserves the right to charge an assessment for recreational facilities owned and/or operated by the Developer. Each Owner of a Lot shall be required to pay an assessment made by the Developer ("Recreation Fee") for the use, enjoyment and maintenance of recreational facilities at the Development owned and/or operated by Developer. The Recreation Fee shall be collected by the Developer, its successors or assigns. The Owner of a Lot, or any Guest of such Owner, by payment of the Recreation Fee, shall be entitled to use such recreational facilities owned and/or operated by Developer from time to time, as the Developer may designate from time to time, subject to applicable payment rates and terms and conditions determined by the Developer.

Developer shall be entitled to a lien on each Lot for any unpaid Recreation Fee, together with interest at the highest rate allowed by South Carolina law. Such lien shall be subordinate to a previously recorded first mortgage

or deed of trust encumbering the Lot and shall also be subordinate to any lien of the Fairfield Ocean Ridge Property Owners Association. The Owner of a Lot shall be responsible for payment of all attorney fees incurred by the Developer to collect the Recreation Fee or perfect or foreclose its Recreation Fee lien, and all sums paid by Developer for taxes or to prevent default under a foreclosure of previously recorded first mortgages or deeds of trust, lien, or other encumbrances, which amounts shall be added to and comprise a portion of Developer's Recreation Fee lien. Any Person who acquires a Lot, except a foreclosure ordered in lieu of foreclosure of a previously recorded first mortgage or deed of trust, shall not be entitled to occupancy or use of such Lot until such time as any unpaid Recreation Fee or Recreation Fee lien against the Lot incurred by that Person's predecessor in interest has been paid to Developer. Developer reserves the right to assign any claim or lien right created by this paragraph to any third party for enforcement or recovery of any unpaid Recreation Fee or Recreation Fee lien, and such lien may be foreclosed pursuant to South Carolina law.

IN WITNESS WHEREOF, this document is executed by Fairfield Ocean Ridge, Inc. through its corporate officers who are duly authorized to execute same on the day and date above written.

WITNESS:

Susan R. Young
Sherry J. Soloff

FAIRFIELD OCEAN RIDGE, INC.

By: John L. Hunter
Vice President

ATTEST: Daniel Kling
Asst. Secretary

(SEAL)



STATE OF Arkansas)
COUNTY OF Pulaski)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD OCEAN RIDGE, INC., by and through its proper corporate officers, sign, seal, and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Susan R. Young
WITNESS

SWORN to before me this 5th
day of June, 1992.

Henry J. Soloff
Notary Public for Arkansas

My Commission Expires: Feb. 6, 2002



FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and liens imposed upon it by the provisions of this fourth Supplemental Declaration to Master Declaration, including but not limited to maintenance of the roads depicted and described on the Plat records herewith.

IN WITNESS WHEREOF, the Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, has caused this instrument to be executed in its corporate name by its _____ President, attested by its _____ Secretary and its corporate seal to be hereto affixed, all in order of its Board of Directors first duly given, this the 15TH day of July, 1992.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FAIRFIELD OCEAN RIDGE PROPERTY
OWNERS ASSOCIATION, INC.

Margaret L. Arnold
Witness

By: [Signature]
President

[Signature]
Kings (Notary Public)

ATTEST: Terry C. Kinnel
Secretary

(SEAL)



5/44/35

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he said within named FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., by and through its proper corporate officers sign, seal, and as its act and deed deliver the same, and that (s)he with the undersigned Notary Public witness the execution thereof.

Margaret L. Arnold
WITNESS

SWORN to before me this 15th
day of July, 1992.

Betty E. Warner
Notary Public for South Carolina

My Commission Expires: 4-24-96



5/44/35

EXHIBIT A

ALL those certain pieces, parcels or tracts of land, situate, lying and being in the Town of Edisto Beach, Colleton County, South Carolina, currently known as **LOTS 9, 10 & 11, BLOCK B** and being shown and designated as such on a plat by David W. Spell, R.L.S., dated May 7, 1992, entitled "Boundary Survey of Lots 9, 10 & 11 - Block 'B' Yacht Club Road, Owned by Fairfield Ocean Ridge, Located in the Town of Edisto Beach, Colleton County, South Carolina", and having such size, shape, bearings, bounds, dimensions and location as will appear by reference to said plat said property being located generally east of the Atlantic Ocean and generally north of Lot 8, Block "BK" as shown on said plat.

Said plat being recorded in the RMC Office for Colleton County on August 11, 1992 in Plat Book 581 at Page 3.

TMS#'s: 354-03-00-034
354-03-00-035
354-03-00-036

RETURN TO:

NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

566 74
1932 AUG 11 PM 1:10

RETURN TO:

Name

Hanna et al

Address

6180 486

Date

Charlotte NC 29402

This document was prepared by: Fairfield Communities, Inc., Legal Department

10.00

FOURTH SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
ORISTO PROPERTY OWNERS ASSOCIATION, INC.
AND DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

3319

THIS FOURTH SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS OF ORISTO PROPERTY OWNERS ASSOCIATION, INC. AND DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS ("Fourth Supplemental Declaration") is made this 26th day of May, 1994 by Fairfield Communities, Inc., a Delaware corporation ("Developer").

WHEREAS, Developer's predecessor in title filed the Declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc. recorded on the 24th day of May, 1978 in Book 195, Page 310 et seq. in the Office of the Clerk of the Court for Colleton County, South Carolina and the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions recorded on the 26th day of May, 1978 at Book 195, Page 347 of said Office (together, the "Master Declaration"), which subjected the property described therein to the terms, conditions, and restrictions of the Master Declaration; and

WHEREAS, Developer filed of record certain First Supplemental Declarations to the Master Declaration in Book 438, Page 14 et seq. and Page 22 et seq., certain Second Supplemental Declarations to the Master Declaration in Book 446, Page 301 et seq. and Page 306 et seq., and the Third Supplemental to Master Declaration in Book 566, Page 74 et seq., all in the Office of the Clerk of the Court for Colleton County, South Carolina; and

WHEREAS, Developer, as the sole owner in fee simple of the property described on EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference, ("Property") desires by execution and recordation of this Fourth Supplemental Declaration to establish two lot subdivisions to be known as Lots 1, 2 and 3, Parcel "G" consisting of three (3) lots and Lots 1, 2, 3, 4, 5, 6 and 7, Parcel "L-L" consisting of seven (7) lots.

NOW, THEREFORE, pursuant to the terms of the Master Declaration, the Property described in EXHIBIT "A" attached hereto, is hereby subdivided as reflected upon the subdivision plat recorded concurrently herewith in Plat Book 606, Page 3 entitled "Subdivision Plat Parcel 'G'" and the Property

described in EXHIBIT "B" attached hereto, is hereby subdivided as reflected upon the subdivision plat recorded concurrently herewith in Plat Book 606, Page 2 entitled "Subdivision Plat of a Portion of Parcel 'L-L'" all in the Office of the Clerk of the Court for Colleton County, South Carolina and by this Fourth Supplemental Declaration hereby submits said property to the Master Declaration as well as the additional terms and conditions set forth herein:

Right to Charge Recreation Fee. Developer reserves the right to charge an assessment for recreational facilities owned and/or operated by the Developer. Each Owner of a Lot shall be required to pay an assessment made by the Developer ("Recreation Fee") for the use, enjoyment and maintenance of recreational facilities at the Development owned and/or operated by Developer. The Recreation Fee shall be collected by the Developer, its successors or assigns. The Owner of a Lot, or any Guest of such Owner, by payment of the Recreation Fee, shall be entitled to use such recreational facilities owned and/or operated by Developer from time to time, as the Developer may designate from time to time, subject to applicable payment rates and terms and conditions determined by the Developer.

Developer shall be entitled to a lien on each Lot for any unpaid Recreation Fee, together with interest at the highest rate allowed by South Carolina law. Such lien shall be subordinate to a previously recorded first mortgage or deed of trust encumbering the Lot and shall also be subordinate to any lien of the Fairfield Ocean Ridge Property Owners Association. The Owner of a Lot shall be responsible for payment of all attorney fees incurred by the Developer to collect the Recreation Fee or perfect or foreclose its Recreation Fee lien, and all sums paid by Developer for taxes or to prevent default under or foreclosure of previously recorded first mortgages or deeds of trust, liens, or other encumbrances, which amounts shall be added to and comprise a portion of Developer's Recreation Fee lien. Any Person who acquires a Lot, except by foreclosure ordered in lieu of foreclosure of a previously recorded first mortgage or deed of trust, shall not be entitled to occupancy or use of such Lot until such time as any unpaid Recreation Fee or Recreation Fee lien against the Lot incurred by that Person's predecessor in interest has been paid to Developer. Developer reserves the right to assign any claim or lien right created by this paragraph to any third party

for enforcement or recovery of any unpaid Recreation Fee or Recreation Fee lien, and such lien may be foreclosed pursuant to South Carolina law.

IN WITNESS WHEREOF, this document is executed by Fairfield Communities, Inc. through its corporate officers who are duly authorized to execute same, on the day and date above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FAIRFIELD COMMUNITIES, INC.

Witness

By:

President

Witness (Notary Public)

ATTEST:

Secretary

(SEAL)

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD COMMUNITIES, INC., by and through its proper corporate officers, sign, seal, and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

WITNESS

SWORN to before me this 26th
day of May, 1994.

Notary Public for Arkansas

My Commission Expires:

FCI15-5-44-10

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Fourth Supplemental Declaration to Master Declaration, including but not limited to maintenance of the roads depicted and described on the Plat recorded herewith.

IN WITNESS WHEREOF, the Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, has caused this instrument to be executed in its corporate name by its _____ President, attested by its _____ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the 31ST day of MAY, 1994.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FAIRFIELD OCEAN RIDGE PROPERTY
OWNERS ASSOCIATION, INC.

Melissa R. Whitray
Witness

By: Jim Beckham Jr.
REGIONAL VICE President

Jammie A. Stanley
Witness (Notary Public)

ATTEST: Terry G. Schimmel
Secretary

(SEAL)

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., by and through its proper corporate officers, sign, seal, and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Melissa R. Whitray
WITNESS

SWORN to before me this 31ST
day of MAY, 1994.

Jamie A. Stanley
Notary Public for SOUTH CAROLINA

My Commission Expires: 6/24/02

SS/mdg/5-16-94

FCI15-5-44-10

This document was prepared by: Fairfield Communities, Inc., Legal Department
P. O. Box 3375
Little Rock, AR 72203

FIFTH SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
ORISTO PROPERTY OWNERS ASSOCIATION, INC.
AND DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

THIS FIFTH SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS OF ORISTO PROPERTY OWNERS ASSOCIATION, INC. AND DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS ("Fifth Supplemental Declaration") is made this 30th day of June, 1985 by Fairfield Communities, Inc., a Delaware corporation ("Developer").

WHEREAS, Developer's predecessor in title filed the declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc. recorded on the 24th day of May, 1978 in Book 195, Page 310 et seq. in the Office of the Clerk of the Court for Colleton County, South Carolina and the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions recorded on the 26th day of May, 1978 at Book 195, Page 347 of said Office (together, the "Master Declaration"), which subjected the property described therein to the terms, conditions, and restrictions of the Master Declaration; and

WHEREAS, Developer filed of record certain First Supplemental Declarations to the Master Declaration in Book 438, Page 14 et seq. and Page 22 et seq., certain Second Supplemental Declarations to the Master Declaration in Book 446, Page 301 et seq. and Page 306 et seq., the Third Supplemental to Master Declaration in Book 566, Page 74 et seq. and the Fourth Supplemental to Master Declaration in Book 629, Page 313 et seq., all in the Office of the Clerk of the Court for Colleton County, South Carolina; and

WHEREAS, Developer, as the sole owner in fee simple of the property described on EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference, ("Property") desires by execution and recording of this Fifth Supplemental Declaration to establish two lot subdivisions to be known as Parcel M-N Lots A-1 through A-23 and B-1 through B-20 and Parcel L-L Lots C-1 through C-8.

NOW, THEREFORE, pursuant to the terms of the Master Declaration, the Property described in EXHIBIT "A" attached hereto, is hereby subdivided as reflected upon the subdivision plat recorded concurrently herewith in Plat Book

112, Page 8-9 entitled "Plat Showing the Subdivision of Parcel M-W into Lots A-1 through A-23 and B-1 through B-20" and the Property described in EXHIBIT "A" attached hereto, is hereby subdivided as reflected upon the subdivision plat recorded concurrently herewith in Plat Book 119, Page 10 entitled "Plat Showing the Subdivision of Parcel L-L into Lots C-1 through C-8" all in the Office of the Clerk of the Court for Colleton County, South Carolina and by this Fifth Supplemental Declaration hereby submits said property to the Master Declaration as well as the additional terms and conditions set forth herein:

- I. Single Family Use. All Lots shall be designated a single family and restricted to such use as single family residences.
- II. Right to Charge Recreation Fee. Developer reserves the right to charge an assessment for recreational facilities owned and/or operated by the Developer. Each owner of a Lot shall be required to pay an assessment made by the Developer ("Recreation Fee") for the use, enjoyment and maintenance of recreational facilities at the Development owned and/or operated by Developer. The Recreation Fee shall be collected by the Developer, its successors or assigns. The Owner of a Lot, or any Guest of such Owner, by payment of the Recreation Fee, shall be entitled to use such recreational facilities owned and/or operated by Developer from time to time, as the Developer may designate from time to time, subject to applicable payment rates and terms and conditions determined by the Developer.

Developer shall be entitled to a lien on each Lot for any unpaid Recreation Fee, together with interest at the highest rate allowed by South Carolina law. Such lien shall be subordinate to a previously recorded first mortgage or deed of trust encumbering the Lot and shall also be subordinate to any lien of the Fairfield Ocean Ridge Property Owners Association. The Owner of a Lot shall be responsible for payment of all attorney fees incurred by the Developer to collect the Recreation Fee or perfect or foreclose its Recreation Fee lien, and all sums paid by Developer for taxes or to prevent default under or foreclosures of previously recorded first mortgages or deeds of trust, liens, or other encumbrances, which

amounts shall be added to and comprise a portion of Developer's Recreation Fee lien. Any Person who acquires a Lot, except by foreclosure ordered in lieu of foreclosure of a previously recorded first mortgage or deed of trust, shall not be entitled to occupancy or use of such Lot until such time as any unpaid Recreation Fee or Recreation Fee lien against the Lot incurred by that Person's predecessor in interest has been paid to Developer. Developer reserves the right to assign any claim or lien right created by this paragraph to any third party for enforcement or recovery of any unpaid Recreation Fee or Recreation Fee lien, and such lien may be foreclosed pursuant to South Carolina law.

IN WITNESS WHEREOF, this document is executed by Fairfield Communities, Inc. through its corporate officers who are duly authorized to execute same, on the day and date above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FAIRFIELD COMMUNITIES, INC.

Kim Edwards
Witness

By: [Signature] President

[Signature]
Witness (Notary Public)

ATTEST: [Signature] Secretary

STATE OF ARKANSAS)
COUNTY OF WILSON) SS.



PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD COMMUNITIES, INC., and through its proper corporate officers, sign, seal, and deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Kim Edwards
WITNESS

SWORN to before me this 30th
day of June, 1995.

[Signature]
Notary Public for Arkansas

My Commission Expires: Feb. 6, 2002

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, hereby agrees to accept all of the benefit and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Fifth Supplemental Declaration to Master Declaration, including but not limited to maintenance of the roads depicted and described on the plat recorded herewith.

IN WITNESS WHEREOF, the Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, has caused this instrument to be executed in its corporate name by its Jim Beckman President, attested by its Butty E. Melton Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the 30th day of June, 1995.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FAIRFIELD OCEAN RIDGE PROPERTY
OWNERS ASSOCIATION, INC.

Renae W. W. White
Witness

BY: Jim Beckman
President

Linda C. Landale
Witness (Notary Public)

ATTEST: Butty E. Melton
Secretary

SEAL)

STATE OF S.C.)
COUNTY OF Colleton) SS.

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., by and through its proper corporate officers, sign, seal, and as it act and seal, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Renae W. W. White
WITNESS

SUBSCRIBED to before me this 30th

day of June, 1995.

Linda C. Landale
Notary Public for South Carolina

My Commission Expires 4-17-97

This document was prepared by:

Fairfield Communities, Inc., Legal Department
8669 Commodity Circle, #200
Orlando, FL 32819

SIXTH SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
ORISTO PROPERTY OWNERS ASSOCIATION, INC.
AND DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

THIS SIXTH SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS AND RESTRICTIONS OF ORISTO PROPERTY OWNERS ASSOCIATION, INC. AND DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS ("Sixth Supplemental Declaration") is made this 14th day of October, 1999 by Fairfield Communities, Inc., a Delaware corporation ("Developer").

WHEREAS, Developer's predecessor in title filed the Declaration of Covenants and Restrictions of Oristo Property Owners Association, Inc. recorded on the 24th day of May, 1978 in Book 195, Page 310 et seq. in the Office of the Clerk of the Court for Colleton County, South Carolina and the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions recorded on the 26th day of May, 1978 at Book 195, Page 347 of said Office (together, the "Master Declaration"), which subjected the property described therein to the terms, conditions, and restrictions of the Master Declaration; and

WHEREAS, Developer filed of record certain First Supplemental Declarations to the Master Declaration in Book 438, Page 14 et seq. and Page 22 et seq., certain Second Supplemental Declarations to the Master Declaration in Book 446, Page 301 et seq. and Page 306 et seq., the Third Supplemental to Master Declaration in Book 566, Page 74 et seq., the Fourth Supplemental to Master Declaration in Book 629, Page 313 et seq. and the Fifth Supplemental to Master Declaration in Book 672, Page 341 et seq., all in the Office of the Clerk of the Court for Colleton County, South Carolina; and

WHEREAS, Developer, as the sole owner in fee simple of the property described on EXHIBIT A ("Additional Property"), desires to submit said property to the Master Declaration as well as the additional terms and conditions set forth herein.

WHEREAS, Developer, joined by the Fairfield Ocean Ridge Property Owners Association, Inc. ("Masters Association") pursuant to an affirmative vote at a special meeting of the Master Association,

desires to amend the Master Declaration in order to expand the Fairfield Ocean Ridge development and submit the Additional Property to the Master Declaration and to provide additional covenants, conditions and restrictions consistent with those set forth in the Master Declaration.

NOW, THEREFORE, Developer, pursuant to Article II, Section 2 of the Master Declaration, by this Sixth Supplemental Declaration, hereby submits the Additional Property described on EXHIBIT A to the plan and operation of the Master Declaration and extends the operation and effect of the Covenants and Restrictions of the Declaration to said Additional Property upon the terms and conditions set forth therein.

In addition to each and every right of the Developer as set forth in the Master Declaration, the Additional Property is further subject to the following reserved rights of the Developer:

1. Plan of Development. Developer reserves the right to further subdivide the Additional Property into Residential Lots, Multiple-family Tracts, Public and Commercial Sites, or Development Unit Parcels or all other uses permitted by the Master Declaration including timeshare interests and horizontal property regimes through metes and bounds subdivision plats filed and made of record.

2. Right to Charge Recreation Fee. Developer reserves the right to charge an assessment for recreational facilities owned and/or operated by the Developer. Each Owner of a lot or timeshare interest shall be required to pay an assessment made by the Developer ("Recreation Fee") for the use, enjoyment and maintenance of recreational facilities at the Development owned and/or operated by Developer. The Recreation Fee shall be collected by the Developer, its successors or assigns. The Owner of a lot or timeshare interest, or any Guest of such Owner, by payment of the Recreation Fee, shall be entitled to use such recreational facilities owned and/or operated by Developer from time to time, as the Developer may designate from time to time, subject to applicable payment rates and terms and conditions determined by the Developer.

Developer shall be entitled to a lien on each lot or timeshare interest for any unpaid Recreation Fee, together with interest at the highest rate allowed by South Carolina law. Such lien shall be subordinate to a previously recorded first mortgage or deed of trust encumbering the lot or timeshare interest and shall also be subordinate to any lien of the Fairfield Ocean Ridge Property Owners Association. The Owner of a lot or timeshare interest shall be responsible for payment of all attorney fees

incurred by the Developer to collect the Recreation Fee or perfect or foreclose its Recreation Fee lien, and all sums paid by Developer for taxes or to prevent default under or foreclosure of previously recorded first mortgages or deeds of trust, liens, or other encumbrances, which amounts shall be added to and comprise a portion of Developer's Recreation Fee lien. Any Person who acquires a lot or timeshare interest, except by foreclosure ordered in lieu of foreclosure of a previously recorded first mortgage or deed of trust, shall not be entitled to occupancy or use of such lot or timeshare interest until such time as any unpaid Recreation Fee or Recreation Fee lien against the lot or timeshare interest incurred by that Person's predecessor in interest has been paid to Developer. Developer reserves the right to assign any claim or lien right created by this paragraph to any third party for enforcement or recovery of any unpaid Recreation Fee or Recreation Fee lien, and such lien may be foreclosed pursuant to South Carolina law.

IN WITNESS WHEREOF, this document is executed by Fairfield Communities, Inc. through its corporate officers who are duly authorized to execute same, on the day and date above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Marlene Green
Witness

Kelli R. Forest
Witness (Notary Public)

FAIRFIELD COMMUNITIES, INC.

By: [Signature]
President

ATTEST: [Signature]
Secretary

(SEAL)



PROBATE

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD COMMUNITIES, INC., by and through its proper corporate officers, sign, seal, and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Mary Elaine Green
WITNESS

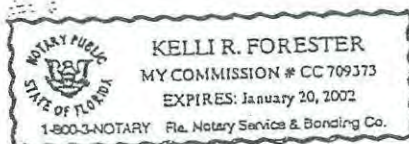
SWORN to before me this 14th

day of October, 1999.

Kelli R. Forester
Notary Public for Florida

My Commission Expires:

1/20/2002



0017796 Bk: 0879 Pg: 0123

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Sixth Supplemental Declaration to Master Declaration, including but not limited to maintenance of the roads depicted and described on Plats to be recorded in the Office of the Clerk of the Court for Colleton County, South Carolina.

IN WITNESS WHEREOF, the Fairfield Ocean Ridge Property Owners Association, Inc., a South Carolina nonprofit corporation, has caused this instrument to be executed in its corporate name by its _____ President, all by order of its Board of Directors first duly given, this the 19th day of October, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Deborah H. Guder
Witness
Renee W. Whaley
Witness (Notary Public)

FAIRFIELD OCEAN RIDGE PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature]
FFOR - POA President
(SEAL)

PROBATE

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named FAIRFIELD OCEAN RIDGE PROPERTY OWNERS ASSOCIATION, INC., by and through its proper corporate officer, sign, seal, and as its act and deed, deliver the same, and that (s)he with the undersigned Notary Public witnessed the execution thereof.

Deborah H. Guder
WITNESS

SWORN to before me this 19TH
day of OCTOBER, 1999.

Renee W. Whaley
Notary Public for SC
My Commission Expires:

03-18-02
SS/mmd/10-14-99

FCI15-5-44-70

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1: (LOT 1) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and designated as LOT 1 on a plat entitled "SUBDIVISION PLAT OF 'THE VILLAGE AT EDISTO' LOTS 1 THROUGH 17" OWNED BY J. TIMMS AND COMPANY, INC." prepared by David W. Spell, RLS, #11477 dated May 27, 1997, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 644, at Page 10.

TRACT 2: (LOT 2) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and designated as LOT 2 on a plat entitled "SUBDIVISION PLAT OF 'THE VILLAGE AT EDISTO' LOTS 1 THROUGH 17" OWNED BY J. TIMMS AND COMPANY, INC." prepared by David W. Spell, RLS, #11477 dated May 27, 1997, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 644, at Page 10.

TRACT 3: (LOT 3) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and designated as LOT 3 on a plat entitled "SUBDIVISION PLAT OF 'THE VILLAGE AT EDISTO' LOTS 1 THROUGH 17" OWNED BY J. TIMMS AND COMPANY, INC." prepared by David W. Spell, RLS, #11477 dated May 27, 1997, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 644, at Page 10.

TRACT 4: (LOT 4) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and designated as LOT 4 on a plat entitled "SUBDIVISION PLAT OF 'THE VILLAGE AT EDISTO' LOTS 1 THROUGH 17" OWNED BY J. TIMMS AND COMPANY, INC." prepared by David W. Spell, RLS, #11477 dated May 27, 1997, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 644, at Page 10.

TRACT 5: (LOT 5) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and designated as LOT 5 on a plat entitled "SUBDIVISION PLAT OF 'THE VILLAGE AT EDISTO' LOTS 1 THROUGH 17" OWNED BY J. TIMMS AND COMPANY, INC." prepared by David W. Spell, RLS, #11477 dated May 27, 1997, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 644, at Page 10.

TRACT 6: (LOT 6) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and designated as LOT 6 on a plat entitled "SUBDIVISION PLAT OF 'THE VILLAGE AT EDISTO' LOTS 1 THROUGH 17" OWNED BY J. TIMMS AND COMPANY, INC." prepared by David W. Spell, RLS, #11477 dated May 27, 1997, and recorded in the Office of the Clerk of Court for Colleton County in Plat Book 644, at Page 10.

TRACT 7: (LOT 7) All that certain piece, parcel or lot of land situate, lying and being in the Town of Edisto Beach in the county of Colleton, State of South Carolina, being known and

