

**MASTER DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR EAGLE' POINTE GOLF COURSE AND RESIDENTIAL  
COMMUNITY**

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- Exhibit A (Phase I - 50.459 acres)
- Exhibit B (Entrance Road Easement, 30' and 60' Access Easement)
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- Exhibit D (Entrance Road Access Easement)
- Exhibit E (Golf Course)
- Exhibit F (Same as Exhibit A)
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Assignment of Covenants (Indian Hills to Linkscorp); 3/31/1998 (Book 1028, Page 1033)  
 First Amendment: 3/31/1998 (Book 1028, Page 1035)  
 Second Amendment: 10/30/1998 (Book 1104, Page 293)



STATE OF SOUTH CAROLINA )  
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 )  
 COUNTY OF BEAUFORT ) MASTER DECLARATION OF COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS FOR  
 ) EAGLE'S POINTE GOLF COURSE AND  
 ) RESIDENTIAL COMMUNITY

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE'S POINTE GOLF COURSE AND RESIDENTIAL COMMUNITY (the "Declaration") is made this 21<sup>st</sup> day of February, 1997, by Indian Hill Golf Club, LLC, a Wisconsin limited liability company, or any successor-in-title to the Golf Course, as defined herein (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located within Beaufort County, South Carolina and more particularly described on Exhibit "A" attached hereto and incorporated by reference (the "Property");

WHEREAS, the Declarant intends to develop an eighteen (18) hole golf course within the Property (the "Golf Course") and to sell or develop certain areas as single family residential lots and homes and multi-family residential units (the "Residential Areas"), all of which is depicted on the Master Plan, as defined herein;

WHEREAS, the Property is being developed as the Golf Course and the Residential Areas pursuant to an Application to Beaufort County Council to Rezone Indian Hill dated December 13, 1995, as revised on February 23, 1996, as further revised on June 12, 1996 and as further revised on October 2, 1996 (the "Application");

WHEREAS, at the meeting of the County Council of Beaufort County, South Carolina (the "Council") on August 26, 1996, the Application was approved subject to further review of the proposed stormwater quality design and monitoring proposal (the "Stormwater System") for the Property as described in the Water Management Assessment, as defined herein;

WHEREAS, at the meeting of the County Council of Beaufort County, South Carolina on November 11, 1996, the Council gave its required approval to the Application, including approval of the Stormwater System;

WHEREAS, as part of the Application as approved by the County Council of Beaufort County, South Carolina, certain land use covenants are to be made by the Declarant to encumber the Property;

WHEREAS, the stormwater quality design and monitoring proposal provides for a series of interconnected bodies of water to be utilized in the filtration and retention of stormwater (the "Lagoon System");

~~BEAUFORT COUNTY, SOUTH CAROLINA~~  
~~Notary Public~~  
~~My Comm. Expires~~  
~~\_\_\_\_\_~~

WHEREAS, the Declarant intends at this time to convey the Residential Areas or portions thereof to others;

WHEREAS, the Declarant also intends to encumber the Residential Areas with certain responsibilities and obligations for the ongoing monitoring of the stormwater quality within the Lagoon System;

WHEREAS, the Declarant additionally intends to encumber the Residential Areas with certain easements, covenants and restrictions for the benefit of the Golf Course;

WHEREAS, the Declarant further intends to construct certain roads and road systems as more fully described on Exhibit "B" attached hereto (the "Primary Roads") which will benefit both the Golf Course and the Residential Areas and intends to encumber the Residential Areas with certain responsibilities and obligations for the ongoing maintenance of Roads;

WHEREAS, the Declarant has agreed to encumber the Golf Course with certain obligations and to establish a membership program for the benefit of Owners within the Residential Areas;

WHEREAS, the Declarant is making this Declaration to accomplish the foregoing.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall touch, concern and run with the title to the Property and portions thereof subject to this Declaration and which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, their respective heirs, successors, successors-in-title and assigns.

## ARTICLE I DEFINITIONS

1.01 Definitions. Other than the terms defined elsewhere herein, the following words shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Additional Residential Area" shall mean and refer to portions of the Property which shall, in the future, be designated as Residential Areas by the Declarant and as more fully set forth on Exhibit "C" attached hereto.

(b) "Association" shall mean and refer to the property owners' association to be formed to be the administrating body and entity of certain land use covenants other than this Declaration, which will initially encumber the Initial Residential Areas and subsequently encumber the Additional Residential Areas.

(c) "Best Management Practices" shall mean and refer to construction, operation and the maintenance practices to control the water quality goals as established in the Water Management Assessment, as defined herein.

(d) "Centex" shall mean and refer to Centex Homes, a Nevada partnership.

(e) "Dwelling" shall mean and refer to any improved Property intended for use as a single family residential attached or detached dwelling located within the Property.

(f) "Entry Road" shall mean and refer to that portion of the "Primary Road" as more fully described on Exhibit "D" attached hereto.

(g) "Environmental Awareness Committee" or "Committee" shall mean and refer to that committee established by the Declarant pursuant to Article III herein.

(h) "Environmental Deposit" shall mean and refer to the deposit given pursuant to Article IV herein.

(i) "Environmental Fine" shall mean and refer to the monetary fine assessed by the Committee pursuant to Paragraph 3.03 herein.

(j) "Escrow Agent" shall mean and refer to Hughes Law Firm, P.C., which will hold and disburse the Environmental Deposit in accordance with Article IV.

(k) "Golf Course" shall mean and refer to the Golf Course as developed by the Declarant, which will ultimately comprise the entire Property, less and except the Residential Area and Primary Roads and which is further described on Exhibit "E" attached hereto.

(l) "Homesite" shall mean and refer to any parcel of land shown as a residential building lot upon any recorded subdivision plat of any portion of the Residential Property.

(m) "Initial Residential Area" shall mean and refer to that first portion of the Property to be designated as a Residential Area as more fully described on Exhibit "F" attached hereto.

(n) "Lagoon System" shall mean and refer to the designed and to be developed system of lagoons specifically designed and to be constructed and developed for storm water management within the Property.

(o) "Master Plan" shall mean and refer to that certain proposed Master Plan of Indian Hill prepared by Wood & Partners, Inc., as revised, approved by the Council for Beaufort County, South Carolina, a copy of which is attached hereto as Exhibit "G", said original plan having been recorded and approved for development as evidenced by that

certain Development Permit issued by the Zoning and Development Administration of Beaufort County on February 5, 1997.

(p) "Owners" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot, Dwelling Unit or the Golf Course, excluding, however, those persons having such an interest under a mortgage. In the event there is recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, any installment land sales contract covering any lot or dwelling, the owner of such lot or dwelling shall be the purchaser under said contract and not the fee simple title holder. An installment land sale contract shall be an instrument whereby the purchaser is required to make payment for the lot or dwelling for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title for such lot or dwelling until all such payments are made although the purchaser is given use of such lot or dwelling.

(q) "Residential Area" shall mean and refer to those areas of the Property designated on the Master Plan as amended from time to time for residential neighborhoods.

(r) "Residential Covenants" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Eagle's Pointe which shall initially encumber the Initial Residential Area and which shall subsequently encumber the Additional Residential Area. The residential covenants are being executed contemporaneous with this Declaration and shall be filed immediately prior to the conveyance of the Initial Residential Area.

(s) "Residential Lagoon" shall mean and refer to that certain lagoon within the Lagoon System which is totally within the Residential Areas as depicted on the Master Plan.

(t) "Road Assessment" shall mean and refer to any assessment made by the Declarant pursuant to Article V herein.

(u) "Water Management Assessment" shall mean that certain Indian Hill PUD Environmental and Storm Water Management Assessment dated August 23, 1996, prepared by Applied Technology and Management, Inc., as modified by a letter dated November 7, 1996 from Camp Dresser & McKee, Inc. to Robert E. Klink, County Engineer and as approved on November 11, 1996 by Resolution of the Beaufort County Council and as the same may be modified from time to time in the future.

## ARTICLE II PLANS OF DEVELOPMENT

2.01 Components of the Property. Subject to the Declarant's rights to modify the Master Plan, the Declarant intends to develop the Property in accordance with the Master Plan

and the Application. As depicted on the Master Plan, the Property shall contain the following components:

(a) Golf Course. The Golf Course shall consist of approximately two hundred (200) acres upon which the Golf Course, driving range, maintenance area and clubhouse will be constructed.

(b) Residential Areas. The Residential Areas, once developed, shall consist of approximately one hundred (100) acres upon which a total of three hundred sixty-six (366) Dwellings have been approved for development. The Residential Areas shall also include the swimming pool and tennis courts depicted on the Master Plan.

(c) Wetlands. Contained within the Property are approximately sixty-three (63) acres of wetlands, substantially all of which shall remain unaltered.

(d) Lagoon System. The Lagoon System is partially contained within the Golf Course and partially within the Residential Area.

2.02 Best Management Practices. All construction, development, operation and ownership of the Property or portions thereof, shall be done in such a way to be compatible with the guidelines established in the Water Management Assessment. As described in the Water Management Assessment, five treatment requirements shall be utilized in the construction, development, operation and ownership of the Property and its components. The five requirements include public education and deed restrictions, minimization of directly connected impervious areas, filter strips and grass swales, multi-cell wet detention systems and storm water reuse. These treatment requirements are summarized as follows:

(a) Public Education and Deed Restrictions. The Declarant (and any developer of the Residential Area) through the Committee shall develop a public education program for the Owners. The goal of the program will be to build an understanding among the Owners of the quantity and quality issues involved with stormwater discharges. Information will be developed and distributed that encourages efficient landscaping practices, particularly with respect to irrigation, fertilization, pesticide and herbicide applications in addition to the proper treatment of hazardous materials, including proper waste disposal and non-toxic substitutes from common household cleaning products. Public signage programs will be implemented on catch basin inlets stating that toxic materials should not be dumped into the storm drain system. Additionally, the program will be designed to:

(i) emphasize impacts which result when oil, antifreeze, pesticides, herbicides, paints, solvents, or other potentially harmful chemicals are dumped on the ground and into the stormwater management system;

(ii) educate Owners on the proper use and management of fertilizers, pesticides, herbicides, and other potentially harmful chemicals;

(iii) emphasize non-point source pollution impacts which result from littering and improper solid waste management practices;

(iv) promote the need to keep rainfall and runoff from contacting potential contaminants;

(v) promote efforts to reduce leaking of oil, antifreeze, hydraulic fluid, and other automotive fluids;

(vi) educate Owners on the environmental impacts which result from leaks and spills of gasoline, fuel oil, and chemical tanks; and

(vii) educate Owners on the need to clean up and properly dispose of pet wastes.

Implementation of the program can be met through various public participation and education components which are incorporated into the program framework. Components to consider include meetings, citizen advisory committees, workshops and education programs, informational newsletters, and informational materials.

(b) Minimization of Directly Connected Impervious Area. Minimization of directly-connected impervious areas ("DCIA") involves directing stormwater runoff to lawns rather than direct discharge to secondary stormwater conveyance facilities. Directly connected impervious area is defined as the impermeable area that drains directly to the improved drainage system, such as paved gutters, improved ditches or pipes. The minimization of DCIA delays the concentration of flows into the improved drainage system and maximizes the opportunity for rainfall to infiltrate at or near the point at which it falls. The layout for the Dwellings constructed on all of the Lots shall be designed to minimize DCIA.

(c) Grassed Swales and Vegetated Filter Strips. Swales, grassed waterways and vegetated filter strips shall be designed and constructed along streets within the Property. The swales shall be a shallow trench with side slopes flatter than three (3) feet horizontally to one (1) foot vertically. The swales shall contain contiguous areas of standing or flowing water only following rainfall and shall be planted with or contain vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake. A vegetated filter strip is a strip of land across which stormwater from a street, parking lot, rooftop, or other pervious surface sheet-flows before entering adjacent stormwater conveyances or receiving waters. Notwithstanding the above, the construction of the roads within the Initial Areas have been approved by Beaufort County, South Carolina to allow for curb and gutters.

(d) Wet Detention Systems. Multiple wet detention pond systems which include extended wet detention facilities will comprise the primary stormwater

management system within the Property. These systems will incorporate deeper areas for sedimentation, shallow littoral areas for the treatment of dissolved constituents, discharge structures which will capture the first inch of runoff and allow for a slow bleed down. Design guidance for these systems is presented below.

(e) Stormwater Reuse. Stormwater reuse systems will be designed to prevent the discharge of a given volume of stormwater into surface waters by deliberate application of stormwater runoff for irrigation or industrial uses. Areas that may be irrigated include the Golf Course and open areas within the Residential Area.

### ARTICLE III ENVIRONMENTAL AWARENESS COMMITTEE

3.01 Purpose. In order to implement the educational program described in Article II herein and to insure that Best Management Practices are adhered to at all times in the construction, development, operation and ownership of the Property, its various components, the Golf Course, Lots and the Dwelling, the Declarant hereby establishes the Committee. The Committee shall initially consist of five (5) members, two (2) of which shall be appointed by the Declarant, two (2) of which shall be appointed by the Association and one (1) being a paid consultant with experience administering Best Management Practices. The consultant shall be designated by the Declarant. The function of the Committee is to administer the provisions of this Declaration contained in Article II and this Article III. The Committee shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at such meetings. The Committee shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held in such places as may be designated by the chairman. A majority of the members of the Committee shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or in proxy at the meeting of the Committee shall constitute the action of the Committee on any matter before it. The Committee is authorized to retain the services of consulting architects, land planners, engineers, inspectors, attorneys and other professionals in order to advise and assist the Committee in performing its functions as set forth herein. Each member or individual member of the Committee may be paid a stipend or honorarium as from time to time established by the Board. The Committee is hereby empowered to establish and promulgate the environmental policies and procedures which will be consistent with the Water Management Assessment and Best Management Practices and which must be adhered to by all Owners. Sixty-five (65%) percent of all costs and expenses of the Committee shall be paid by the Declarant and the remaining thirty-five (35%) percent of such costs and expenses shall be paid by the Association.

3.02 Construction of Improvements. All buildings, structures and other improvements, including sidewalks and driveways shall be designed and constructed in accordance with the Best Management Practices as implemented by the Committee.

3.03 Authority and Enforcement. Upon the violation of this Declaration or any rules, regulations or programs adopted by the Committee, the Committee shall have the power to: (i) impose reasonable monetary Environmental Fine which shall constitute an equitable charge and

continuing lien upon the Golf Course, a Lot or Dwelling, the Owners, occupants or guests of which are guilty of such violation; and (ii) immediately enjoin the person violating the Declaration or such rules, regulations and programs. In addition thereto, upon the determination by the Committee that a violation has occurred, the Declarant may also suspend any membership right, as described in Article III herein, of the violating Owner. If any Environmental Fine is not paid within fifteen (15) days after notice of such Environmental Fine is given to the Owner, occupant or guest guilty of the violation, there shall be imposed a late or delinquency charge in the amount of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of the Environmental Fine not paid. Any Environmental Fine and any late charge connected therewith, which is not paid within thirty (30) days after notice of such Environmental Fine is given to the Owner, occupant or guest guilty of the violation, shall bear interest (from the due date with respect to the Environmental Fine and the date such Environmental Fine was imposed with respect to the late charge), at the rate of ten percent (10%) per annum or at such rate as the Committee may from time to time establish; provided, however, that in no event shall the Committee have the power to establish a rate of interest in violation of the laws of the State of South Carolina. In the event that an Owner shall fail to pay in full the Environmental Fine within such thirty (30) day period, such Environmental Fine, together with any delinquency charges, interest, costs of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the Golf Course Lot or Dwelling, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Golf Course Lot or Dwelling Unit which may be foreclosed pursuant to the laws of the State of South Carolina. Such lien, however, shall be subordinate to the lien of any valid mortgage encumbering such Golf Course Lot or Dwelling Unit. In addition to the rights contained herein, the Declarant will have similar and independent rights to enforce the Declaration, the rules and regulations and programs of the Committee and shall have the same remedies and powers of the Committee as provided herein.

#### ARTICLE IV ENVIRONMENTAL DEPOSIT

4.01 Purpose. The Stormwater System is described in the Water Management Assessment and has been designed pursuant thereto. The Stormwater System is the first such system to be utilized in the development of real property within Beaufort County, South Carolina. As such certain revisions to the Stormwater System may be necessary after the date hereof as a result of the ongoing operation of the Stormwater System and the monitoring thereof and to help defray the costs associated with such revisions, the Environmental Deposit is being made by Centex as the developer of the Initial Residential Area.

4.02 Deposit. Contemporaneous with the execution and recording of this Declaration, Centex has delivered to the Escrow Agent an irrevocable letter of credit issued by The First National Bank of Chicago (also known as First Chicago) for the benefit of the Declarant. The letter of credit shall be deemed the Environmental Deposit until such letter of credit is replaced by cash (or other letter of credit) that the Association receives as assessments paid by owners within the Residential Areas pursuant to the Residential Covenants.

4.03 Disbursement. Should revisions to the Stormwater System require the redesign, reconstruction, or both, of the Stormwater System, the Declarant shall notify the Association and the Escrow Agent of the same. Such notification shall include a statement of the reasons for such revisions provided by the entity which prepared the Water Management Assessment and a cost estimate prepared by a qualified engineer that is familiar with the Water Management Assessment and the Stormwater System. Upon such redesign or reconstruction, or both, the Declarant shall submit to the Association and the Escrow Agent a certification from such engineer as to the final costs and expenses of such redesign or reconstruction, or both. Thereafter, the Escrow Agent shall be authorized to disburse to Declarant one-half of the final costs and expenses as certified by such engineer. Should there be insufficient cash for the Escrow Agent to make such disbursement, the Escrow Agent is authorized to draw upon the letter of credit, such amount that is necessary to pay the disbursement.

4.04 Limitation. The Declarant acknowledges that the liability and obligation of Centex and the Association resulting from revisions to the Stormwater System shall be limited to the Environmental Deposit.

#### ARTICLE V PRIMARY ROADS

5.01 Responsible Party. The Declarant shall be responsible for the development and the construction of the Primary Roads within the Property. The developer of the Residential Areas shall have the sole responsibility for the development, construction and maintenance of the roads within the Residential Areas.

5.02 Easements. The Declarant does hereby grant and convey to the Association, its members, and any developer of the Residential Areas, an easement appurtenant to the Residential Areas for vehicular and pedestrian access to and from U.S. Highway 278 and the Residential Areas. Likewise, upon completion of the roads within the Residential Areas, the developer of the Residential Areas or the Residential Association shall be required to grant easements to the Declarant and the Environmental Awareness Committee to effectuate and enforce the provisions of Article II and Article III herein. The easement granted by the Declarant herein shall be subject to the right of the Declarant to borrow money and encumber the Primary Roads, the right of the Declarant to adopt, enforce, and amend from time to time, reasonable rules and regulations pertaining to the use of the Primary Roads and the right of the Declarant to grant easements or rights-of-way to any public utility, corporation, public agency or public governmental authority.

5.03 Annual Budget. The Declarant shall prepare on an annual basis the estimated expense for the maintenance and repair of paved wearing surfaces within the Primary Roads and landscaping and irrigation expenses for the Entry Road for the next calendar year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared (the "Road Assessment"). Once determined, the Declarant shall deliver a copy of the same to the Association and the Association shall have thirty (30) days from receipt of such notice to pay that portion of the Road Assessment as provided in Paragraph 5.04 herein. Should the Association fail to pay such amount when due, the Declarant shall have the right to sue the Association for that

portion of the Road Assessment and all costs and expenses (including attorney's fees) incurred in the collection of the same. Notwithstanding the foregoing, however, if the Declarant fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the next succeeding year.

5.04 Amount. The Association shall be assessed fifty-eight (58%) percent of the Road Assessment for the Primary Roads (exclusive of the Entry Road). Notwithstanding the above, the initial portion of the Road Assessment for the Primary Roads, exclusive of the Entry Road, to be paid by the Association shall not exceed Five Thousand Thirty-eight Dollars (\$5,038). With respect to the Entry Road portion of the Primary Roads, the Association shall be assessed fifty (50%) percent of the Road Assessment relative to the Entry Road. Notwithstanding the above, the initial portion of the Road Assessment for the Entry Road to be paid by the Association shall not exceed Six Thousand Dollars (\$6,000). Each subsequent Road Assessment shall not exceed the previous year's Road Assessment by more than twenty (20%) percent.

## ARTICLE VI LAGOON SYSTEM

6.01 Responsible Party. Except for Residential Lagoon, the Declarant shall be responsible for the development, construction, repair and maintenance of the Lagoon System within the Property. The developer of the Residential Areas shall have the sole responsibility for the development and construction of the Residential Lagoon. Upon construction of the Residential Lagoon, the Association shall have the responsibility of repair and maintenance of the same.

6.02 Easements. The Declarant hereby reserves a maintenance and repair easement for the benefit of the Declarant and the Environmental Awareness Committee to effectuate and enforce the provisions of Article II and Article III herein within all areas encompassing the Lagoon System. The easement reserved herein may be utilized in any way deemed appropriate by the Declarant and the Environmental Awareness Committee. Additionally, should the Association fail to repair and maintain the Residential Lagoon, the Declarant shall have the right and easement to go onto any unimproved portion of the Residential Areas to repair and maintain the same. All costs and expenses of such repair and maintenance shall be a charge against the Association and shall be collectible in the same fashion as the Monitoring Assessment described in Paragraph 6.03.

6.03 Monitoring Assessment. The Declarant shall prepare on an annual basis an estimate of the costs and expenses of monitoring the Stormwater System in accordance with the Water Management Assessment for the next calendar year (the "Monitoring Assessment"). Once determined, the Declarant shall deliver a copy of the Monitoring Assessment to the Association and the Association shall have thirty (30) days from receipt of such notice to pay that portion of the Monitoring Assessment as determined in Paragraph 6.04 herein. Should the Association fail to pay such amount when due, the Declarant shall have the right to sue the Association or that portion of the Monitoring Assessment and all costs and expenses (including attorney's fees) incurred in the collection of same. Notwithstanding the foregoing, however, if the Declarant fails

for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the next succeeding year.

6.04 Amount and Allocation of Assessment. The Association shall be assessed thirty-five (35%) percent of the Monitoring Assessment. Notwithstanding the above, the portion of the initial total Monitoring Assessment to be paid by the Association shall not exceed Seven Thousand Dollars (\$7,000), nor shall each subsequent Monitoring Assessment exceed the previous year's Monitoring Assessment by more than twenty (20%) percent.

## ARTICLE VII EAGLE'S POINTE COMMUNITY MEMBERSHIP

7.01 General. The Declarant intends to develop a public daily fee facility allowing full-time play by resident members, non-resident members and daily fee players. The Declarant has agreed to offer to Owners various membership options which are set forth below. Further, the Golf Course Owner shall construct and maintain an "association room" within the clubhouse. **NEITHER MEMBERSHIP IN THE ASSOCIATION, OWNERSHIP OR OCCUPANCY OF A HOMESITE SHALL CONFER ANY OWNERSHIP INTEREST IN THE GOLF CLUB.**

7.02 Association Room. As set forth above, the Declarant shall construct and maintain an Association Room in the clubhouse. The Association Room shall be a minimum of 640 square feet and shall be located to have convenient access to the bar, the restaurant and the locker rooms. The Association Room shall be furnished and decorated in a manner which is substantially similar to the rest of the clubhouse. The Association shall not pay any maintenance fee or other cost with regard to the use or maintenance of the Association Room provided the Association pays the Association Room Assessment to Declarant as follows: The Association shall pay to Declarant the amount of \$300.00 (the "Association Room Assessment") for each Lot within the Residential Areas for which a Certificate of Occupancy has been issued for a Dwelling upon such Lot (a "Completed Home"). The Association Room Assessment shall be a one-time fee and be payable only once for each Completed Home. Upon completion of the clubhouse, the Association shall pay to Declarant the Association Room Assessment for each Completed Home which exists at that time. Thereafter, within thirty (30) days following the end of each fiscal quarter, the Association shall pay to Declarant the Association Room Assessment for each additional Completed Home which came into existence prior to the expiration of such fiscal quarter and for which an Association Room Assessment has not previously been paid.

7.03 Membership Options. All Owners may have use of the Golf Course facility regardless of their membership class. In addition to being able to play the course in the same manner as any member of the general public, Owners are entitled to a fifteen (15%) percent discount on golf and cart fees and shall have use of the Association Room. Further, the following membership options are offered to Owners:

(a) Base Membership. Owners may join the Eagle's Pointe Golf Club with the payment of a One Thousand Five Hundred Dollar (\$1,500) initiation fee, and annual dues of One Thousand Two Hundred Dollars (\$1,200) per year. This membership plan will entitle the family to one hundred (100) rounds of golf per year, and a fifteen (15%) percent discount on pro shop merchandise, including cart fees. These members will be entitled to a twenty-four (24) hour advance tee time reservation. Each member of a family playing at a reserved time shall count as a round of golf.

(b) Founders Club Membership. Owners may join the Eagle's Point Golf Club with the payment of a Five Thousand Dollar (\$5,000) initiation fee, and annual dues of One Thousand Eight Hundred Dollars (\$1,800) per year. This membership entitles the Founders Club Member and his immediate family to unlimited rounds of Golf, and a fifteen (15%) percent discount on pro shop merchandise, including cart fees. In addition, these members shall be entitled to a thirty (30) day advance tee time reservation.

(c) Okatie Club. Should the Okatie Club be developed by the Declarant or an affiliate of the Declarant, then the Owners shall be granted the option of transferring their initiation fee (if any) paid for the Eagle's Pointe Golf Club to the Highway 278/170 semi-private Okatie Club. This transfer of fees could be applied to the Highway 278/170 semi-private Okatie Club membership.

(d) Cart Ownership Memberships. Owners may own and operate golf carts with the payment of an annual trail fee of Eight Hundred Fifty Dollars (\$850). The Declarant may impose certain restrictions on member-owned golf carts as long as they are of reasonable requirements.

(e) Dues and Fees. All dues and fees as outlined in the above membership programs are to be set and may not increase until January 1, 2000. Thereafter dues and fees may be increased at a rate not to exceed ten (10%) percent per year.

7.04 Restricted to Use as a Golf Club. The Golf Course Property shall be restricted to use and operation as a golf course and golf club and related recreational or social activities. Additionally, the Declarant will have the right to hold special events on the Golf Course which may result in the Golf Course being unavailable for use by the Owners on a temporary (not to exceed four (4) consecutive days) basis no more often than once a calendar quarter.

7.05 Landscaping, Fencing and Signage on the Golf Course. The Declarant shall have the right to place landscaping, signage, etc. at the boundary lines of the Golf Course as reasonably necessary to prevent trespass, to regulate play on the Golf Course and to frame golf holes; provided, however, such landscaping, fencing, or signage, etc. shall not unreasonably obstruct any view of the Golf Course from a Dwelling.

7.06 Maintenance. By consenting to this Declaration, the Golf Course owner covenants and agrees to maintain the condition of the Golf Course and the Golf Club facilities consistent with the public daily fee facilities located in southern Beaufort County, South Carolina, including,

but not limited to all cart paths, greens, fairways, tee boxes, bunkers and roughs, and lakes within the Golf Course Property. Such maintenance shall include but not be limited to, keeping the Golf Club facilities in good condition and repair, and keeping the Golf Course in good playing condition and in good repair, which shall include planting, regular mowing, edging of traps, irrigating, raking, blowing and removing debris, as well as winter overseeding of fairways, tee boxes and greens. With respect to the ponds or lakes within the Golf Course, the Declarant shall be solely responsible for the maintenance thereof. The Stormwater System within the Golf Course shall be kept in good condition and repair, and free from debris to prevent blockage and flooding.

## ARTICLE VIII EASEMENTS AND COVENANTS BENEFITTING THE GOLF COURSE

8.01 General. For the benefit of the Golf Course, the Residential Areas shall be subject to the following easements and restrictions.

8.02 Restrictions Against Distractions. Owners of Homesites adjacent to the Golf Course as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course. Such prohibited activities shall include, but not be limited to, burning materials where smoke will cross the Golf Course, owning dogs or other pets under conditions which interfere with the Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos and musical instruments, running, bicycling, skateboarding, walking or trespassing in any way upon the Golf Course, picking up balls or any other similar interference with play.

8.03 Golf Ball Retrieval Easement. The Residential Areas are hereby burdened with an easement permitting golf balls unintentionally to come upon them, and for golfers at reasonable times and in reasonable manners to come upon such areas pursuant to a Golf Ball Retrieval Easement to retrieve errant golf balls. The existence of these easements shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Declarant or the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of these easements.

## ARTICLE IX GENERAL PROVISIONS

9.01 Amendments. Except for the provisions of Paragraph 9.09 which can only be amended with permission of County Council for Beaufort County, South Carolina, the provisions of this Declaration may only be amended by the Declarant. Lot Owners, Dwelling Owners or the Residential Association shall not have the right to amend this Declaration.

9.02 Enforcement. Each Owner shall comply strictly with this Declaration and any published rules, regulations and programs implemented by the Environmental Awareness Committee as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in any deed or other instrument of conveyance to

his Dwelling unit, if any. Failure to comply with any of the same shall be grounds for imposing fines or for instituting an action to recover sums due for damages and/or injunctive relief. Such actions to be maintainable by Declarant or the Environmental Awareness Committee. Should the Declarant or the Environmental Awareness Committee employ legal counsel or enforce any of the foregoing, all costs incurred of such enforcement, including court costs and reasonable attorney's fees shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration and the rules, regulations and programs promulgated by the Environmental Awareness Committee are essential for the effectuation of the general plan of development contemplated hereby, it is hereby declared that any breach thereof may not be adequately compensated by recovery of damages and that the Declarant or the Committee, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of the Declarant or the Committee in exercising any right, power or remedy herein shall be construed as an acquiescence thereto and shall be deemed a waiver of the right to enforce such right, power or remedy, thereafter, as the same violation or breach or as to a violation or breach occur prior or subsequent thereto and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant or the Committee for or on account of any failure to bring any action.

9.03 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of ninety-nine (99) years from and after the date of the recording of the Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said ninety-nine (99) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of an initial ninety-nine (99) year period or the last year of any ten (10) year renewal period, the County Council for Beaufort County, South Carolina votes in favor of terminating this Declaration at the end of the then current term. In the event of such termination, this Declaration, an instrument evidencing such termination shall be filed of record in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, such instrument to contain a certificate wherein the Chairman of the County Council swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

9.04 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of former U.S. President John Fitzgerald Kennedy.

9.05 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

9.06 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

9.07 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

9.08 No Trespass. Whenever the Committee or the Declarant and their respective Successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be trespass.

9.09 Stormwater management and Wetlands Protection. The provisions and conditions of Section 4.13 of the Indian Hill Community PUD approval, Beaufort County Ordinance No. 96-19, shall henceforth be permanent and perpetual covenants running with the Property and binding upon all future owners, users, developers or occupants of the Property. This condition may not be altered without the express written consent of the Beaufort County Council. Beaufort County shall have standing to enforce this condition in the event of violation, in the Courts of South Carolina, including the right to obtain injunctive relief against any future material violation. The rights of Beaufort County under this covenant shall be in addition to any other rights of enforcement that may exist under other applicable law.

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of two parcels, a 4.498 acre parcel and a 45.961 acre parcel, for a total of 50.459 acres, located off U.S. Highway 278 and being more fully shown and designated as Phase I on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

EXHIBIT "B"

1551-B

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, located off U.S. Highway #278 and being more fully shown and designated as Entrance Road Access Easement, 30' Access Easement, 60' Access Easement on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

1551-C

EXHIBIT "C"

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, located off U.S. Highway 278 consisting of 47.302 acres and being more fully shown and designated as Phases II and III on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

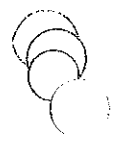
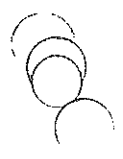


EXHIBIT "D"

1551-I

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, located off U.S. Highway 278 and being more fully shown and designated as so much of the Entrance Road Access Easement from the U.S. Highway 278 access up to and including the wetland area on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

EXHIBIT "E"

1551-E

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, located off U.S. Highway #278 and being more fully shown and designated as Indian Hill Golf Club, LLC on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

SAVE AND ACCEPT, all those certain pieces, parcels and lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, located off U.S. Highway #278 and being more fully shown and designated as Phases I, II, III, Entrance Road Access Easement, 30' Access Easement and 60' Access Easement, on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

EXHIBIT "F"

1551-F

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of two parcels, a 4.498 acre parcel and a 45.961 acre parcel, for a total of 50.459 acres, located off U.S. Highway 278 and being more fully shown and designated as Phase I on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.









*BNW*  
FILED *5813*  
JOHN A. SULLIVAN, JR. *5812*  
R.M.C. *1812*  
BEAUFORT COUNTY, S.C. *1812*

97 FEB 24 PM 3:00 *ML*

BK *923* PG *1537*

FOLDER #

1553



STATE OF SOUTH CAROLINA ) FIRST AMENDMENT TO MASTER  
 ) DECLARATION OF COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS FOR  
 COUNTY OF BEAUFORT ) EAGLE'S POINTE GOLF COURSE AND  
 ) RESIDENTIAL COMMUNITY

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE'S POINTE GOLF COURSE AND RESIDENTIAL COMMUNITY (this "First Amendment") is made this 31st day of March, 1998, by LinksCorp South Carolina Two, L.L.C., a Delaware limited liability company ("Declarant"), or any successor-in-title to the Golf Course, as such term is defined in the Original Master Declaration (as defined herein).

WITNESSETH

WHEREAS, Indian Hill Golf Club, LLC, a Wisconsin limited liability company (the "Original Declarant") entered into that certain Master Declaration of Covenants Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community, dated February 21, 1997, and recorded February 24, 1997 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina (the "Recorder's Office") in Book 923, Page 1537 (the "Original Master Declaration"; the Original Master Declaration as amended hereby is sometimes referred to herein as the "Master Declaration"), which Original Master Declaration encumbered that certain real property described therein (the "Original Property");

WHEREAS, pursuant to that certain Deed dated February 21, 1997, and recorded in the Recorder's Office in Book 923, Page 1554, Original Declarant conveyed that portion (the "Tract 1 Centex Property") of the Original Property legally described on Exhibit A attached hereto to Centex Homes, a Nevada general partnership;

WHEREAS, pursuant to that certain Deed dated March 31, 1998, and recorded in the Recorder's Office in Book 1029 Page 1026, Original Declarant conveyed the balance (the "Remaining Property") of the Original Property to Declarant; attached hereto as Exhibit B is a legal description of the Remaining Property (the "Tract 1 Centex Property," the Tract 1 Centex Property and the Remaining Property are sometimes hereinafter referred to together as the "Property");

WHEREAS, pursuant to that certain Assignment of Declarant's Rights Under Master Declaration of Covenants Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community, dated March 31, 1998 and recorded in the Recorder's Office in Book 1028 Page 1033, Original Declarant assigned and transferred to Declarant all of its rights as Declarant under the Original Master Declaration; and

*guc*



WHEREAS, the Declarant desires to amend the Original Master Declaration as provided herein.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the easement, restrictions, covenants, liens and conditions contained in the Original Master Declaration, as modified by this First Amendment, each of which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, their respective heirs, successors, successors-in-title and assigns.

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Master Declaration.

2. Amendment. Section 7.03 of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

7.03 Membership Options. All Owners will have use of the Golf Course facilities regardless of their membership class. In addition to being able to play the course in the same manner as any member of the general public, Owners shall have use of the Association Room, and are entitled to a 15% discount off "posted rack rates" for golf fees and cart fees. Owners will be able to make tee time reservations 7 days in advance. Further, the following membership options are offered to Owners.

(a) Base Membership. Owners may join Eagle's Pointe Golf Club as a Base Member with the payment of an initiation fee of \$1,500 per family, and annual dues of \$1,200 per adult family member who wishes to use the golf club. Base Members may play unlimited rounds of golf at the golf club and are entitled to a 15% discount on cart fees and non-final markdown pro shop merchandise.

(b) Founders Club Membership. Owners may join Eagle's Pointe Golf Club as a Founders Club Member with payment of an initiation fee of \$10,000 per family, and annual dues of \$2,400 per family. Founders Club Members and their dependent children living at home may play unlimited rounds of golf at the golf club and are entitled to a 15% discount on cart fees and non-final markdown pro shop merchandise. Founders Club Members may make tee time reservations 30 days in advance. Founders Club Memberships are limited to 30 property owners.

(c) Private Carts. Owners may own and operate golf carts on the Golf Course with a payment of an annual trail fee of \$850 for individual users or \$1,200 for family users. Declarant may impose certain reasonable restrictions on privately-owned carts.

(d) Dues and Fees. All dues and fees outlined above in the Base Membership and Founders Club Membership programs will be fixed for a period of three years, and may be increased by a maximum of 15% per year thereafter.



3. No Amendment. Except as amended hereby, the Declaration shall remain unmodified and in full force and effect.

*JR* *SB*



IN WITNESS WHEREOF, this Declaration is executed by Declarant on the day and year first above written.

DECLARANT

LINKSCORP SOUTH CAROLINA TWO, L.L.C.. a Delaware limited liability company

By: LinksCorp, Inc., a Delaware corporation, its sole manager and member

By: [Signature]  
Name: Greg Smith  
Title: VP Operations

WITNESS:

[Signature]  
John P. [Signature]



JOINDER

The undersigned is executing this First Amendment solely to encumber the Tract I Centex Property. Centex acknowledges that Centex has no rights to amend or modify the Declaration.

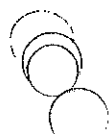
CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation

By: John D Carpenter  
Name: JOHN D CARPENTER  
Title: Div. Pres.

WITNESS:

James E. Allen  
[Signature]



State of S.C. )

County of Beaufort )

ss

*CENTEX Real Estate Corporation  
22 MANAGER FARMER OR BENTLEY HUNG*

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that JOHN D. CARROLL personally known to me to be the Div. President of LinksCorp, Inc., a Delaware corporation, the sole manager and member of LinksCorp South Carolina Two, L.L.C., a Delaware limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Div. President he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal,  
this 31 day of MARCH 1998

[IMPRESS NOTARIAL SEAL]

[Signature]  
Notary Public

My Commission Expires:  
2-07-<sup>2004</sup>19

COUNTY BEAUFORT )  
State of S.C. )

STATE S.C. )  
County of S.C. )

ss

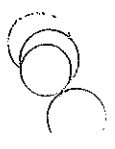
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that GARY S. BINDER personally known to me to be the Vice President of LinksCorp, Inc., a Delaware corporation, the sole manager and member of LinksCorp South Carolina Two, L.L.C., a Delaware limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal,  
this 31 day of MAR. 1998

[IMPRESS NOTARIAL SEAL]

[Signature]  
Notary Public

My Commission Expires: 10/23/07  
19



## EXHIBIT "A"

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of two parcels, a 4.498 acre parcel and a 45.961 acre parcel, for a total of 50.459 acres, located off U.S. Highway 278 and being more fully shown and designated as Phase I on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 133. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

SSB  
JVL



*Exhibit "B"*  
~~EXHIBIT "A"~~

All that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 229.46 Acres, more or less, and being shown and described as "Out Parcel A", "Parcel I", and "Formerly Kevin Graves Out Parcel B", on a plat entitled "229.46 Acres of Indian Hill", prepared by Thomas & Hutton Engineering Co., Boyce L. Young, SCRLS No. 11079, dated January 26, 1996, recorded on January 31, 1996, in Plat Book 55 at Page 70 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TOGETHER WITH that certain easement as established by that certain Access Easement Agreement between Janice Ann G. McKim and William K. Graves, dated May 26, 1995, recorded on June 5, 1995, in Record Book 781 at Page 2236.

ALSO

All that certain piece, parcel or tract of land, situate lying and being in Bluffton Township, Beaufort County, South Carolina, containing 18.10 acres, more or less, and being shown and described as "18.10 Acres of Indian Hill," on a plat thereof prepared by Thomas & Hutton Engineering Co., Boyce L. Young, SCRLS No. 11079, dated December 11, 1995, and recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 55 at Page 38.

AND ALSO

All that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina containing 119.20 Acres, more or less, and being shown and described on a plat entitled "119.20 Acres of Indian Hill," prepared by Thomas & Hutton Engineering Co., Boyce L. Young, SCRLS No. 11079, dated January 26, 1996, recorded on January 31, 1996, in Plat Book 55 at Page 69 in the RMC Office for Beaufort County, South Carolina.

LESS AND EXCEPT:

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of two parcels, a 4.498 acre parcel and a 45.961 acre parcel, for a total of 50.459 acres, located off U.S. Highway 278 and being more fully shown and designated as Phase I on a plat entitled "A Plat of Phases I, II and III 97.761 Acres (Total)," said plat being prepared by Coastal Surveying Co., Inc., Jack Jones, SCRLS No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 59 at Page 134. For a more detailed description as to the courses, mates and bounds of the above mentioned parcels, reference is had to said plat of record.

OK

*JR*



201104293

5/11/98

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STATE OF SOUTH CAROLINA ) SECOND AMENDMENT TO MASTER  
 ) DECLARATION OF COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS FOR  
 COUNTY OF BEAUFORT ) EAGLE'S POINTE GOLF COURSE AND  
 ) RESIDENTIAL COMMUNITY

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE'S POINTE GOLF COURSE AND RESIDENTIAL COMMUNITY (this "Second Amendment") is made this 30 day of October, 1998, by LinksCorp South Carolina Two, L.L.C., a Delaware limited liability company ("Declarant"), or any successor-in-title to the Golf Course, as such term is defined in the Original Master Declaration (as defined herein).

WITNESSETH

WHEREAS, Indian Hill Golf Club, LLC, a Wisconsin limited liability company (the "Original Declarant") entered into that certain Master Declaration of Covenants, Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community, dated February 21, 1997, and recorded February 24, 1997 in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina (the "Recorder's Office") in Book 923, Page 1537 (the "Original Master Declaration"; the Original Master Declaration as amended is sometimes referred to herein as the "Master Declaration"), which Original Master Declaration encumbered that certain real property described therein (the "Original Property");

WHEREAS, pursuant to that certain Deed dated February 21, 1997, and recorded in the Recorder's Office in Book 923, Page 1554, Original Declarant conveyed that portion (the "Tract 1 Centex Property") of the Original Property legally described on Exhibit A attached hereto to Centex Homes, a Nevada general partnership;

WHEREAS, pursuant to that certain Deed dated March 31, 1998, and recorded in the Recorder's Office in Book 1028, Page 1026, Original Declarant conveyed the balance (the "Remaining Property") of the Original Property to Declarant; attached hereto as Exhibit B is a legal description of the Remaining Property (the "Tract 1 Centex Property," the Tract 1 Centex Property and the Remaining Property are sometimes hereinafter referred to together as the "Property");

WHEREAS, pursuant to that certain Assignment of Declarant's Rights Under Master Declaration of Covenants Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community, dated March 31, 1998 and recorded in the Recorder's Office in Book 1028, Page 1033, Original Declarant assigned and transferred to Declarant all of its rights as "Declarant" under the Original Master Declaration;





WHEREAS, pursuant to that certain First Amendment to Master Declaration of Covenants Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community, dated March 31, 1998 and recorded in the Recorder's Office in Book 1028, Page 1035, Declarant amended the Original Master Declaration; and

WHEREAS, the Declarant desires to further amend the Master Declaration as provided herein.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the easement, restrictions, covenants, liens and conditions contained in the Master Declaration, as modified by this Second Amendment, each of which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any portion thereof, their respective heirs, successors, successors-in-title and assigns.

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Master Declaration.

2. Amendment. Section 7.03(a) of the Master Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

(a) Base Membership. Owners may join Eagle's Pointe Golf Club as a Base Member with the payment of an initiation fee of \$1,500 per family, and annual dues of \$1,200 per adult family member who wishes to use the golf club. Base Members may make tee time reservations no more than twenty-four (24) hours in advance. Base Members may play unlimited rounds of golf at the golf club and are entitled to a 15% discount on cart fees and non-final markdown pro shop merchandise.

3. No Amendment. Except as amended hereby, the Master Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed by Declarant on the day and year first above written.

DECLARANT

LINKSCORP SOUTH CAROLINA TWO, L.L.C.,  
a Delaware limited liability company

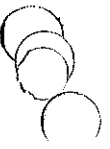
By: LinksCorp, Inc.. a Delaware corporation, its  
sole manager and member

WITNESSES:

[Handwritten Signature]  
[Handwritten Name]

By: [Handwritten Signature]  
Name: [Handwritten Name]  
Title: [Handwritten Title]





JOINDER

The undersigned is executing this First Amendment solely to encumber the Tract I Centex Property. Centex acknowledges that Centex has no rights to amend or modify the Declaration.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation

By: *James F. [Signature]*  
Name: James F. [Signature]  
Title: Division Manager

WITNESS:

*[Signature]*  
*Kevin M. [Signature]*





State of ILLINOIS )

County of COOK )

ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that GARY BINDEL personally known to me to be the Senior Vice President of LinksCorp, Inc., a Delaware corporation, the sole manager and member of LinksCorp South Carolina Two, L.L.C., a Delaware limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of said limited liability company, for the uses and purposes therein set forth.

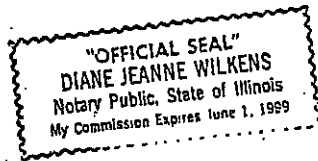
[IMPRESS NOTARIAL SEAL]

Given under my hand and seal,  
this 30 day of Oct, 1998

Diane Jeanne Wilkens  
Notary Public V

My Commission Expires:

June 1, 1999





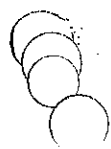
296-A

EXHIBIT "A"

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of two parcels, a 4.498 acre parcel and a 45.961 acre parcel, for a total of 50.459 acres, located off U.S. Highway 278 and being more fully shown and designated as Phase I on a plat entitled "A Plat of Phases I, II and III 97.761 (Total)" said plat being prepared by Coastal Surveying Co., Inc., Bluffton, South Carolina, Jack Jones, S.C.R.L.S. No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Plat Book 59 at Page 133. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.

AD  
DUR





*EXHIBIT "B"*  
~~EXHIBIT "B"~~

All that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 229.46 Acres, more or less, and being shown and described as "Out Parcel A", "Parcel I", and "Formerly Kevin Graves Out Parcel B", on a plat entitled "229.46 Acres of Indian Hill", prepared by Thomas & Hutton Engineering Co., Boyce L. Young, SCRLS No. 11079, dated January 26, 1996, recorded on January 31, 1996, in Plat Book 55 at Page 70 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TOGETHER WITH that certain easement as established by that certain Access Easement Agreement between Janice Ann G. McKim and William K. Graves, dated May 26, 1995, recorded on June 5, 1995, in Record Book 781 at Page 2236.

ALSO

All that certain piece, parcel or tract of land, situate lying and being in Bluffton Township, Beaufort County, South Carolina, containing 18.10 acres, more or less, and being shown and described as "18.10 Acres of Indian Hill," on a plat thereof prepared by Thomas & Hutton Engineering Co., Boyce L. Young, SCRLS No. 11079, dated December 11, 1995, and recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 55 at Page 38.

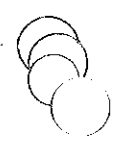
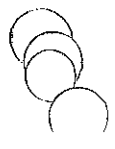
AND ALSO

All that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina containing 119.20 Acres, more or less, and being shown and described on a plat entitled "119.20 Acres of Indian Hill," prepared by Thomas & Hutton Engineering Co., Boyce L. Young, SCRLS No. 11079, dated January 26, 1996, recorded on January 31, 1996, in Plat Book 55 at Page 69 in the RMC Office for Beaufort County, South Carolina.

LESS AND EXCEPT:

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of two parcels, a 4.498 acre parcel and a 45.961 acre parcel, for a total of 50.459 acres, located off U.S. Highway 278 and being more fully shown and designated as Phase I on a plat entitled "A Plat of Phases I, II and III 97.761 Acres (Total)," said plat being prepared by Coastal Surveying Co., Inc., Jack Jones, SCRLS No. 13852, said plat being dated January 29, 1997, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 59 at Page 124. For a more detailed description as to the courses, metes and bounds of the above mentioned parcels, reference is had to said plat of record.

*JR*







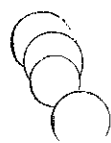
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FILED  
W. J. SULLIVAN, D.M.P.  
1945

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DEC 11 2 1997

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
JIM MILES  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

Jan 7 1998  
SECRETARY OF STATE  
**FILED**  
DEC 12 1997  
AM PM  
7 8 9 10 11 12 1 2 3 4 5 6

J. Miles  
SECRETARY OF STATE OF SOUTH CAROLINA

1. The name of the nonprofit corporation is Eagle's Pointe Property Owners' Association, Inc.
2. The initial registered office of the nonprofit corporation is 1533 Fording Island Road, Suite 308  
Hilton Head Island, SC 29925

The name of the registered agent of the nonprofit corporation at that office is James E. Thrower

3. Check (a), (b), or (c) whichever is applicable. Check only one box.
  - a.  The nonprofit corporation is a public benefit corporation.
  - b.  The nonprofit corporation is a religious corporation.
  - c.  The nonprofit corporation is a mutual benefit corporation.

4. Check (a) or (b), whichever is applicable:
  - a.  The corporation will have members.
  - b.  The corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 1533 Fording Island Road, Suite  
Hilton Head Island, SC 29925

6. If the corporation is a mutual benefit corporation (box "c" of ¶ 3. is checked), complete either (a) or (b), whichever is applicable, to describe how the [remaining] assets of the corporation will be distributed upon dissolution of the corporation.

7.
  - a.  Upon dissolution of the mutual benefit corporation the [remaining] assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
  - b.  Upon dissolution of the mutual benefit corporation the [remaining] assets, consistent with law, shall be distributed to \_\_\_\_\_

7. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See §33-31-202(c) of the 1976 South Carolina Code, the applicable comments thereto, and the instructions to this form):

As provided for in Section 33-31-801(c) of the South Carolina Code, certain duties, powers, and responsibilities of the Board of Directors may be delegated to a management agent. Such delegated powers, duties and responsibilities shall be specifically set forth in the Bylaws of this nonprofit corporation.

8. The name and address (with zip code) of each incorporator is as follows (only one is required):

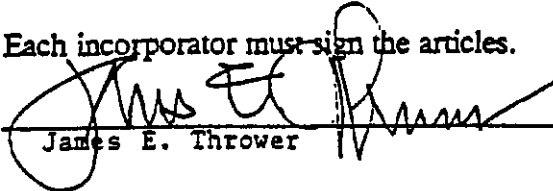
Name	Address (with zip code)
<u>James E. Thrower</u>	<u>1533 Fording Island Road, Suite 308, HH, SE 29925</u>
_____	_____
_____	_____



9. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.:

_____	Signature of director
(only if named in articles)	
_____	Signature of director
(only if named in articles)	
_____	Signature of director
(only if named in articles)	

10. Each incorporator must sign the articles.

  
\_\_\_\_\_  
James E. Thrower

\_\_\_\_\_

\_\_\_\_\_



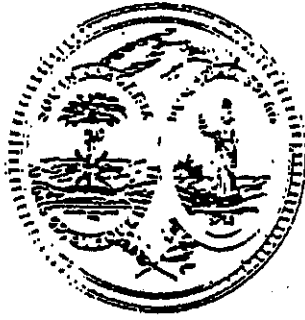
## FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$25.00 payable to the Secretary of State.  
\*(POAs must be accompanied by an Initial Annual Report and a total filing fee of \$50.00 payable to the Secretary of State.)

Form Approved by South Carolina  
Secretary of State Jim Mize  
June 1994

A: CORPORATION; 2: NONPROFIT ORGANIZATION ARTICLES

# The State of South Carolina



## Office of Secretary of State Jim Miles Certificate of Incorporation, Nonprofit Corporation

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

**EAGLE'S POINTE PROPERTY OWNERS' ASSOCIATION, INC.,**  
a nonprofit corporation duly organized under the laws of the state of South Carolina on December 12th, 1997, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose.

Now, therefore, I Jim Miles, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of  
the State of South Carolina this 15th day of  
December, 1997.

A handwritten signature of Jim Miles in black ink, written over a horizontal line.

Jim Miles, Secretary of State