
MASTER DEED FOR
THE TOLER'S COVE MARINA T-DOCK
HORIZONTAL PROPERTY REGIME

NOTICE

ALL ACTIVITIES ON OR OVER AND ALL USES OF THE SUBMERGED LAND SUBJECT TO THIS MASTER DEED ARE SUBJECT TO THE JURISDICTION OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, INCLUDING BUT NOT LIMITED TO, THE REQUIREMENT THAT ANY ACTIVITY OR USE MUST BE AUTHORIZED BY THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL. A CO-OWNER IS LIABLE TO THE EXTENT OF HIS OR HER OWNERSHIP FOR ANY DAMAGES TO, ANY INAPPROPRIATE OR UNPERMITTED USES OF, AND ANY DUTIES OR RESPONSIBILITIES CONCERNING ANY SUBMERGED LAND, COASTAL WATERS, OR ANY OTHER CRITICAL AREA.

PARTS OF THIS MASTER DEED ARE SUBJECT TO ARBITRATION UNDER SECTION 15-48-10, ET. SEQ. SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

RECORDED
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TABLE OF CONTENTS

ARTICLE I - SUBMISSION OF PROPERTY

Section 1.1

ARTICLE II - DEFINITIONS

Section 2.1

ARTICLE III - NAME OF CONDOMINIUM

Section 3.1

ARTICLE IV - DESCRIPTION OF LAND

Section 4.1

ARTICLE V - DESCRIPTION OF DOCK SYSTEM

Section 5.1

ARTICLE VI - DESCRIPTION OF UNITS

Section 6.1

ARTICLE VII - DESCRIPTION OF COMMON ELEMENTS

Section 7.1 Common Elements

Section 7.2 Limited Common Elements

ARTICLE VIII - BASIC VALUE

Section 8.1 Basic Value of Property

Section 8.2 Basic Value of Units

ARTICLE IX - BASIC VALUE OF UNITS

Section 9.1 Percentage Interest

ARTICLE X - UNIT OWNER'S RIGHTS AND OBLIGATIONS

Section 10.1 Use of Unit and Common Elements

Section 10.2 Compliance with Rules, Regulations; Enforcement

Section 10.3 Common Expense Liability

Section 10.4 Dredging Assessments

Section 10.5 Voting Rights

Section 10.6 Easements Appurtenant to Unit Ownership

ARTICLE XI - COUNCIL OF CO-OWNERS

- Section 11.1 Name
- Section 11.2 Rights
- Section 11.3 Membership
- Section 11.4 Repair of Units
- Section 11.5 Access to Units
- Section 11.6 Easements for Maintenance and Operation
- Section 11.7 Right of Repurchase
- Section 11.8 Enforcement of Agreements
- Section 11.9 Management Agreement

ARTICLE XII - DECLARANT'S RIGHTS AND OBLIGATIONS

- Section 12.1 Declarant Owner of All Units Created
- Section 12.2 Easement Reservation
- Section 12.3 Council of Co-Owners Control of Board of Directors

ARTICLE XIII - COMMON PROFITS

- Section 13.1

ARTICLE XIV - USE

- Section 14.1
- Section 14.2
- Section 14.3
- Section 14.4
- Section 14.5

ARTICLE XV - BYLAWS

- Section 15.1

ARTICLE XVI - AMENDMENTS

- Section 16.1 Amendments
- Section 16.2 By-Laws

ARTICLE XVII - POWER OR ATTORNEY TO BOARD OF DIRECTORS

- Section 17.1

ARTICLE XVIII - PERSONS AND UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS

- Section 18.1 Survival
- Section 18.2 Rules and Regulations

ARTICLE XIV - TERMINATION

N 362PG166

- Section 19.1 Termination
- Section 19.2 Ownership
- Section 19.3 Re-submission

ARTICLE XX - BOUNDARIES; EASEMENTS FOR ENCROACHMENT

- Section 20.1 Boundaries
- Section 20.2 Encroachments
- Section 20.3 Easement Granted to the Council of Co-Owners
- Section 20.4 Destruction

ARTICLE XXI - NO SEVERANCE OF OWNERSHIP

- Section 21.1

ARTICLE XXII - DECLARANT'S RIGHTS RESERVED

- Section 22.1
- Section 22.2
- Section 22.3
- Section 22.4

ARTICLE XXIII - CONDEMNATION

- Section 23.1 Common Elements
- Section 23.2 Units

ARTICLE XXIV - INSURANCE

- Section 24.1

ARTICLE XXV - MORTGAGEES

- Section 25.1 Rights of Mortgagee
- Section 25.2 Title
- Section 25.3 Notices

ARTICLE XXVI - MISCELLANEOUS

- Section 26.1 Captions
- Section 26.2 Gender
- Section 26.3 Waiver
- Section 26.4 Invalidity
- Section 26.5 Conflict
- Section 26.6 Execution of Documents

STATE OF SOUTH CAROLINA) MASTER DEED FOR
) THE TOLER'S COVE MARINA T-DOCK
 COUNTY OF CHARLESTON) HORIZONTAL PROPERTY REGIME

THIS Master Deed made this the 16th day of January, 2001, THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, a South Carolina limited partnership, ("Declarant"), owner in fee simple of the real estate described herein, does hereby declare as follows:

**ARTICLE I
 SUBMISSION OF PROPERTY**

Section 1.1 Declarant submits the Property in the County of Charleston, State of South Carolina, described herein and on Exhibits A and B attached hereto and made a part hereof, including the Improvements now or hereafter thereon, to the provisions of the Horizontal Property Act, Section 27-31-10, et. seq., South Carolina Code of Laws 1976, as amended, (the "Act"), the provisions of which, unless expressly provided otherwise herein, are incorporated by reference and form a part of this Master Deed, for the specific purpose of creating and establishing THE TOLER'S COVE MARINA T-DOCK HORIZONTAL PROPERTY REGIME. Reference is also made to other provisions of this Master Deed and the site plan and dock plans attached as Exhibits B and C hereto and incorporated by reference, for a description of the dimensions and location of each Apartment, as defined in the Act (hereinafter referred to as "Unit"), the location and approximate dimensions of the Limited Common Elements and Common Elements, and other information required by the Act. Such submission is subject to all easements, covenants and restrictions of record or presently existing, including, but not limited to, specifically as set forth on Exhibit A.

**ARTICLE II
 DEFINITIONS**

Section 2.1. The following words and phrases shall have the meanings herein ascribed to them:

(a) Unit: Each separately delineated place constituting a slip for moorage of a boat, located adjacent to, and including a specified part of, a Dock, intended for any type of independent use, and with a direct exit to a public street or highway or to the Common Elements leading to such street or highway, together with the Appurtenant Interest appertaining to such Unit. Each Unit is shown on the site plan and dock plans referred to in Section 1.1, and is identified on Exhibit B attached hereto. Excluded from a Unit, however, are all chutes, pipes, flues, ducts, wires, conduits and other facilities running through any dock for the purpose of furnishing utility or similar services to other Units or Common Elements. Each Unit shall include the exterior vertical surface of the adjacent Dock and an exclusive Moorage Easement with respect to

the adjoining one-half of the exterior horizontal surface of the adjacent Dock and the adjacent waters within the boundaries of the Unit (to the natural depth), and all cleats, electrical switches, wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and boxes serving that Unit exclusively, the surfaces of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

As used herein, the word "Unit" is in strict adherence with the term "Apartment" as defined in the Horizontal Property Act, Section 27-31-20, South Carolina Code of Laws, 1976, as amended.

(b) Appurtenant Interest: (1) the undivided interest in the Common Elements appurtenant to a Unit; (2) the interest of a Co-Owner in any Unit acquired by the Council of Co-Owners or its designee on behalf of all Co-Owners, or the proceeds of the sale or lease thereof, if any; and (3) the interest of a Co-Owner in any other right, right of membership, claim, cause of action or asset of the Condominium or the Council of Co-Owners.

(c) Board of Directors: The Board of Directors of the Council of Co-Owners. It consists of natural persons elected by the Co-Owners to direct the operation of the Condominium.

(d) Common Charges: The charges assessed against Units for their share of Common Expenses, as provided by the Bylaws.

(e) Common Elements: All real property, including the submerged land below the Docking System (as fully described on Exhibit B hereto), fixtures, docks, pilings, ramps, and equipment constituting the Condominium other than the Units unless otherwise specifically designated in this Master Deed as Limited Common Elements. General Common Elements shall include docks, pilings, ramps, fire hose cabinets, cleats, and walkways. General Common Elements shall also include (1) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the General Common Elements; and (2) an easement of support in every portion of a Unit which contributes to the support of the Dock System; (3) easements through the Units and General and Common Elements for utilities, drainage, maintenance, repair and replacement of the Units and General and Limited Common Elements; (4) all non-exclusive support, maintenance, parking and other easements conveyed to the Regime by Declarant; (5) all riparian rights arising from, or attendant to the real property conveyed by Declarant in this Master Deed which are not part of a Unit; and (6) a non-exclusive easement for vessel ingress and egress over and across the existing channels from real property subject to this Master Deed to the Intercoastal Waterway.

(f) Common Expenses and Reserves: (1) Expenses of administration and or maintenance, repair or replacement of the Common Elements; (2) expenses declared to be Common Expenses by the

Condominium Instruments or by the Act; (3) special assessments and expenses agreed upon as Common Expenses by the Council of Co-Owners; and (4) reasonable reserves provided for in the Condominium Documents or agreed upon by the Council of Co-Owners, whether held in trust or by the Council of Co-Owners, including, but not limited to, repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Council of Co-Owners. Assessments for dredging all Units and surrounding and adjacent waters, as necessary, shall be Common Expenses.

(g) Common Profits: The balance of all income, rent, profits, and revenues from Common Charges remaining after the deduction of Common Expenses.

(h) Condominium: The real property, all Units, and any incidents thereto and interests therein constituting a Horizontal Property Regime and submitted to the Act by the recordation of Condominium Instruments pursuant to the provisions of the Act.

(i) Act: Section 27-31-10 et. seq., South Carolina Code of Laws 1976, as amended, and as the same may from time to time be amended and which amendment(s) applies to this Condominium.

(j) Condominium Instruments: This Master Deed, the Bylaws, the plot plan, and the dock plans recorded and filed pursuant to the provisions of the Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded or filed simultaneously therewith shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law, any amendment or certification of any Condominium Instrument shall, from the time of the recordation or filing of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the provisions of the Condominium Act.

(k) Co-Owner: The Person or Persons owning a Unit and the attendant undivided interest in Common Elements specified and established in this Master Deed, and the heirs, executors, administrators, successors and assigns of such Person or Persons.

(l) Council of Co-Owners: The Toler's Cove Marina T-Dock Council of Co-Owners, Inc., a corporation to be organized under the laws of the State of South Carolina, consisting of the Co-Owners acting as a group in accordance with the Condominium Instruments.

(m) Declarant and Successor Declarant: The Yacht Club at Toler's Cove Marina Limited Partnership, a South Carolina limited Partnership, or any Successor Declarant which is defined to mean any assignee or transferee of Declarant, whether voluntary or involuntary.

(n) Dock System: The system of docks, pilings, ramps, and walkways depicted on Exhibit B. Each of the Docks described on Exhibit B hereto is a part of the Dock System.

(o) Improvements: Any construction on or in any land included in the Condominium.

(p) Limited Common Elements: Those Common Elements designated in this Master Deed as reserved for the use of a certain Unit or Units to the exclusion of other Units.

(q) Majority or Majority of Co-Owners or Mortgagees: The owners of at least fifty-one percent (51 %) of the total voting power in the Council of Co-Owners. The voting power of each Co-Owner shall be equal to the percentage interest in the Common Elements shown on the Schedule of Values, attached hereto as Exhibit D. Any specified percentage, portion or fraction of Co-Owners, or of mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction in the aggregate of such voting power.

(r) Manager: A person, firm or corporation employed or engaged to perform management services for the Condominium and the Council of Co-Owners.

(s) Master Deed: This document and all exhibits attached hereto.

(t) Moorage Easement: An exclusive commercial easement appurtenant, which is a part of each Unit, in favor of each Unit Co-Owner which grants to such Co-Owner the exclusive right to use the horizontal surface of the adjacent Dock, from the boundary of such Dock with the space constituting the Unit to the center line of such Dock and for the length of the Unit along such Dock, for moorage, storage, tying off of vessels, the exclusive right (as to the Association and other Unit Owners) to the riparian use of the waters adjacent to such Dock within the space designated as part of such Unit, and generally all other uses which will not obstruct free walking access (including portage), of other Unit Owners and their guests and invitees.

(u) Notice and Comment: The right of a Co-Owner to receive notice of action proposed to be taken by or on behalf of the Council of Co-Owners, and the right to comment thereon. These provisions are set forth in Article XII of the Bylaws.

(v) Notice and Hearing: The right of a Co-Owner to receive notice of action proposed to be taken by or on behalf of the Council of Co-Owners, and the right to be heard thereon. These provisions are set forth in Article XII of the Bylaws.

(w) Person: An individual, corporation, partnership, Council of Co-Owners, trustee or other entity capable of holding an interest in real property or any combination thereof.

(x) Property: The real estate described on the attached Exhibit A, including submerged real estate, all docks, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which have been or are intended to be submitted to the provisions of the Condominium Act by this Master Deed.

(y) Regulations: Regulations for the use of Units and Common Elements and for the conduct of Persons within the Condominium, made and promulgated by the Board of Directors pursuant to the Bylaws.

(z) Trustee: The entity, if any, designated by the Board of Directors as the Trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources.

(aa) Votes or Voting Power: See "Majority" above.

ARTICLE III
NAME OF CONDOMINIUM

Section 3.1. The name of the Condominium is THE TOLER'S COVE MARINA T-DOCK HORIZONTAL PROPERTY REGIME.

ARTICLE IV
DESCRIPTION OF LAND

Section 4.1. The land over which the docks and Improvements are located, and the land adjacent to the Dock System, is described on Exhibit A attached hereto and made a part hereof. The Property includes the land, together with the non-exclusive easements described in Section 20.3(a) of this Master Deed, and is subject to the reservations to Declarant in this Master Deed.

ARTICLE V
DESCRIPTION OF DOCK SYSTEM

Section 5.1. The Condominium includes a Dock System, comprising one (1) Dock, located adjacent to Toler's Cove Subdivision, Town of Mount Pleasant, South Carolina, as set forth below:

<u>Dock</u>	<u>Units</u>	<u>Linear Footage per Unit</u>
T	11	varies from 32 - 36

ARTICLE VI
DESCRIPTION OF UNITS

Section 6.1. A general description of each Unit, including its Unit designation, location, area and other data necessary for its proper identification, is set forth on Exhibit B attached hereto. A graphic description of each Unit is shown on Exhibit B attached hereto.

ARTICLE VII
DESCRIPTION OF COMMON ELEMENTS

Section 7.1. Common Elements. The Common Elements include all Property other than the Units.

Section 7.2. Limited Common Elements. The following are Limited Common Elements:

(a) Certain Common Elements, if any, assigned to less than all the Units shown on the plot plan and dock plans referred to in Section 1.1 hereof.

(b) Except as otherwise designated on such plans, any chute, pipe, flue, duct, wire, conduit, piling or any other fixture lying partially within and partially outside the designated boundaries of a Unit, serving only that Unit is a Limited Common Element allocated to that Unit.

(c) Any dock boxes, light fixtures or other fixtures and hardware and trim associated with such fixtures, designed to serve a single or designated Units are Limited Common Elements allocated to that Unit.

ARTICLE VIII
BASIC VALUE

Section 8.1. Basic Value of Property. The basic value of the property in the Regime is Thirty Four Thousand Three Hundred Fifty Dollars (\$34,350.00).

Section 8.2. Basic Value of Units. The basic values of the Units are as shown on Exhibit D attached hereto and made a part hereof.

ARTICLE IX
PERCENTAGE INTEREST

Section 9.1. Percentage Interest. The percentage interest appertaining to the Units are as shown on Exhibit D attached hereto and made a part hereof. These percentage interests as the same may be amended pursuant to Article XII of this Master Deed, shall be applicable whenever this Master Deed, the Bylaws or any exhibit to this Master Deed refers to the percentage interests of Unit owners.

ARTICLE X
UNIT OWNER'S RIGHTS AND OBLIGATIONS

Section 10.1. Use of Unit and Common Elements. Subject to this Master Deed and Bylaws, the Unit owner shall have an undivided ownership interest according to his percentage interest in the limited and general common elements; the exclusive right to use his Unit, including his Moorage Easement; the exclusive right with that of other, but not all, Unit owners to use the Limited Common Elements allocated to such Unit owners; and the non-exclusive right with that of other Unit owners to use all general Common Elements in accordance with the purposes for which they are intended. Without the written consent of Council of Co-Owners, the ownership of a Unit may not be subdivided for the purpose of, or with the result of, creating integrated or horizontal ownership, whether by forming a corporation, partnership or limited liability company, by time sharing or leasing, or otherwise, provided nothing herein contained is intended to prevent ownership of a Unit by an entity with five or less individual owners, members or shareholders.

Section 10.2. Compliance with Rules, Regulations; Enforcement. Each Unit owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions contained in this Master Deed or the deed to his Unit. Each Unit owner shall have a right of action against other Unit owners or the Council as the case may be, to enforce compliance by either of them with the above By-Laws, rules, regulations, and restrictions.

Section 10.3. Common Expense Liability. The Unit owners are bound to contribute toward the expenses of the property constituted into the Condominium and towards the expenses of maintenance and repair of the Common Elements, as follows: To the extent attributable to Common Elements and administration of the Condominium and the Council of Co-Owners, funds for maintenance and repair and, for the payment of current expenses, and for the creation of reserves for the payment of future expenses, including dredging, certain improvements, replacements and additions, and such other reserve requirements as may be accepted by the Council of Co-Owners, shall be Common Expenses and shall be obtained by assessments against the Co-Owners in proportion to their percentage interests in the Common Elements. Expenses for the maintenance and repair of limited common elements shall be assessed against those Units to which those elements have been allocated and expenses for any service to a Unit made at the request of the Unit Owner shall be assessed against such Unit.

Section 10.4. Dredging Assessments. The Toler's Cove Marina T-Dock Horizontal Property Regime (referred to in this Section only as "T-Dock HPR"), owns a part of the "material portion" of the property generally referred to as the Toler's Cove Marina. The existing and adjacent regime known as The Yacht Club at Toler's Cove Marina Horizontal Property Regime, (referred to in this Section only as "Adjacent HPR"), owns the majority part of the "material portion" of property generally referred to as the Toler's Cove Marina. The Adjacent HPR entered into that certain Dredging Agreement dated July 13, 1989, attached hereto as Exhibit E, with The Yacht Club at Toler's Cove Marina Limited Partnership (referred to in this Section only as "Developer"). The Dredging Agreement defines the term "material portion" and determines the necessity of dredging the "material portion" of the Toler's Cove Marina and allocates the costs of dredging.

The Developer, which is also the Declarant herein, hereby transfers, and assigns a percentage portion of its rights and obligations in the Dredging Agreement to the T-Dock HPR. Therefore, T-Dock HPR with reference to Paragraph 2 of the Dredging Agreement shall be responsible for 5.54% of the dredging costs of the "material portion" of the Toler's Cove Marina, as that term is defined in the Dredging Agreement.

As part of its budget, the Council of Co-Owners shall collect funds from the Unit owners required to pay its 5.54% share of the dredging costs to properly dredge the Regime property constituting Common Elements and the entrance channel either on its own or through the Adjacent HPR, or any successor organization. The Council of Co-Owners or its designated agent shall cause the Regime property constituting common elements and the entrance channel to be dredged as needed.

The Dredging Agreement requires that the controlling depth of the Regime property constituting Common Elements and the entrance channel shall not be less than an average overall depth of five feet (5'). If the controlling depth of the Regime property constituting Common Elements and the entrance channel shall be determined to be less than an average depth of five (5) feet, then the Council of Co-Owners or its designated agents shall join with the Adjacent HPR and mutually contract with an acceptable contractor to dredge the "material portion" to a minimum overall average depth of eight feet (8'). [For information only, the master deed for the Adjacent HPR provides that with respect to the 12 units having unit numbers AN1-12, the 16 units having unit numbers BN1-16, and the 7 units having unit numbers CM5-12 in the Adjacent HPR, there shall be no requirement of any controlling depth with respect to such units or with respect to Common Elements abutting and adjacent to such units.]

Section 10.5. Voting Rights. In all matters on which the Council takes action pursuant to its By-Laws, each Unit owner shall have a vote equal to his percentage interest.

Section 10.6. Easements Appurtenant to Unit Ownership. The Council shall have easements in common with all Unit owners. Each Unit owner shall have an appurtenant easement in common with all other Unit owners to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Elements and serving his Unit. Each Unit and the Common Elements shall be subject to an appurtenant easement in favor of other Unit owners to use the pipes, ducts, cables, wires, conduits, utility lines and other facilities serving other Units or the Common Elements and located in each such Unit. In addition, each Unit shall be subject to and shall have such appurtenant easements of support from and over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit.

ARTICLE XI COUNCIL OF CO-OWNERS

Section 11.1. Name. The name of the Council of Co-Owners shall be The Toler's Cove Marina T-Dock Council of Co-Owners, Inc. It shall be a non-profit corporation organized under the laws of the State of South Carolina. The Condominium shall be administered, supervised and managed by the Council, having its principal office at 1510 Ben Sawyer Boulevard, Mt. Pleasant, S. C. 29464, which shall act by and on behalf of the Co-Owners of the Units in the Condominium in accordance with this instrument, the Bylaws of the Council, and in accordance with the Act, as amended. The Bylaws, attached hereto as Exhibit C, form an integral part of the plan of ownership herein described, shall govern the conduct and affairs of the Co-Owners of the Condominium (who are the

Council) and shall be construed in conjunction with the provisions of this Master Deed.

Section 11.2. Rights. The Council is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium, including the care, upkeep and surveillance of the general and limited common elements, such rights powers privileges and duties being more particularly set forth in its Articles of Incorporation and in the Bylaws of the Council hereto attached. The Council shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners.

Section 11.3. Membership. The Co-Owner of an Unit shall automatically, upon becoming the Co-Owner of an Unit, be a member of the Council, and shall remain a member of said Council until such time as his, her or its ownership ceases for any reason, at which time, his, her or its membership in said Council of Co-Owners shall automatically cease. Other than as an incident to a lawful transfer of the title to an Unit, neither membership in the Council nor any share in the assets of the Council shall be transferable, and any attempted transfer shall be null and void.

Section 11.4. Repair of Units. Notwithstanding the duty of the Council to maintain and repair parts of the Condominium, the Council shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Council, or caused by the elements or other Co-Owners or Persons.

Section 11.5. Access to Units. The Council has the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of all general and limited common elements therein, or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the general and limited common elements or to another Unit or Units. This right to be exercised by the system of administration as specified by the Bylaws. The Council of Co-Owners shall also have the right, upon reasonable notice to Unit owners, to temporarily move any and all docks for maintenance, repair or dragging purposes and require the removal of all boats from such docks.

Section 11.6. Easements for Maintenance and Operation. The Council has the right to grant permits, licenses, and easements for access to and over the common areas for utilities, roads, and other purposes reasonably necessary for the proper maintenance or operation of the Regime.

Section 11.7. Right of Repurchase. Any Unit owner, other than Declarant, desiring to sell or transfer his Unit, shall first offer

the Unit for sale to the Council at the same net price and on the same terms at which the highest bona fide offer has been made for the Unit. The Unit owner shall, by certified or registered mail, return receipt requested, give the Council written notice of his desire to sell, and the name and address of the person making the highest bona fide offer, and the amount and terms of such offer. Within thirty (30) days after receipt of the notice, the Council may, at its option, after notice to the Unit owners, purchase the Unit on behalf of all Unit owners for the same price and on the same terms. Should the Council fail or refuse within thirty (30) days after receipt of the written notice to exercise its option, the Unit must then be sold for terms not less beneficial and at a price not less than that for which it is offered to the Council. The Unit, after sale, will continue to be subject to the right of Repurchase in this Section 11.7. During the period of time Declarant controls the Board of Directors of the Council of Co-Owners under Section 12.14 hereof, the Declarant shall be vested with this Right of Repurchase for its own account and not for the Council.

Section 11.8. Enforcement of Agreements. The Council shall have a right of action against any Unit owner to enforce compliance with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions contained in this Master Deed or the deed to his Unit.

Section 11.9. Management Agreement. For the benefit of the Unit Owners and the Council of Co-Owners and in order to maintain proper management of the marina facility constituting the Regime, the Council of Co-Owners will, and is hereby authorized and delegated to, enter into a Management Agreement with the Declarant regarding the management of the Regime, to include payments by the Council of Co-Owners to the Declarant, as Manager, to reimburse it for all personnel and operating costs allocable to the Council of Co-Owners and all costs and expenses incurred by the Declarant on behalf of the Council of Co-Owners. Until such time as a specific Management Agreement is entered into by and between the Council of Co-Owners and the Declarant, the Declarant shall collect all assessments and disburse all funds for the Council of Co-Owners.

ARTICLE XII
DECLARANT'S RIGHTS AND OBLIGATIONS

Section 12.1. Declarant Owner of All Units Created. The Declarant shall be the owner of all Units hereby created. Declarant retains and reserves the right to commercially lease Units it owns, as a part of an operating marina, or otherwise.

Section 12.2. Easement Reservation. The Declarant reserves a permanent, transferable, commercial, appurtenant easement, including a construction easement, through all general and limited common elements as may be reasonably necessary for the purpose of

15

discharging Declarant's obligations or exercising special Declarant rights reserved in this Master Deed.

Section 12.3. Council of Co-Owners Control of Board of Directors. Subject to the remainder of this Section, the Declarant may appoint and remove a majority of the members of the Board of Directors of the Council of Co-Owners ("Board") for a period not exceeding ten (10) years from the date of the first conveyance of a Unit to a person other than the Declarant. The period of Declarant control terminates no later than sixty days after conveyance of ninety-five percent (95%) of the Units. Co-Owners, other than Declarant, shall elect Directors in accordance with the Bylaws of the Council of Co-Owners. The Declarant may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period.

ARTICLE XIII
COMMON PROFITS

Section 13.1. Common Profits may, at the discretion of the Council of Co-Owners, be:

- (a) Distributed among the Co-Owners according to the percentages of the undivided interests in the Common Elements;
- (b) Credited to their Common Charges according to the stated percentage; or
- (c) Used for any other purpose as the Council of Co-Owners decides.

ARTICLE XIV
USE

Section 14.1. Each Unit shall be occupied and used by the respective Co-Owners solely for the moorage of no more than the two vessels (excluding tenders, dinghies or other boats mounted on or over a vessel), which vessels must lie within the described boundaries of each Unit (including as set forth in Section 14.3 below), with no overhang from bow, stern or either beam of such vessel, including bow pulpits, swim platforms, dinghies, and any other projection beyond the limits shown on the plot plan attached hereto or which extends over any portion whatsoever of a Dock; provided, however, nothing herein or in the By-Laws shall prevent the Declarant from using any Unit owned by Declarant for promotional, marketing, or display purposes, or for settlement of sales of any Units. Subject to those conditions and reservations by Declarant set forth in this Master Deed, including Article XII

and this Section 14.1, and including the Bylaws and Regulations thereunder, Units may be leased.

Section 14.2. No Co-Owner (other than Declarant) shall use or permit the use by any lessee or any other person, of any Unit for any purpose other than the moorage of up to two vessels. Any vessel either designed or constructed by an individual or organization not principally engaged in the business of yacht design or construction shall not be berthed in any Unit without the prior written consent of the Council of Co-Owners, which may require the submission of plans and photographs to assist in the determination of the vessel's compatibility with the aesthetic standards of the Condominium.

Section 14.3. Neither the bow nor the stem of any vessel moored in any Unit, including bow pulpits, swim platforms, and any other projections, may extend closer than one foot (1') front any common boundary with another Unit or outside the boundaries set forth on the plot plan attached hereto. A Co-Owner of two contiguous Units may moor a single vessel within such Units.

Section 14.4. The rental of Units by Co-Owners shall be subject to reasonable rules and regulations prescribed by the Council of Co-Owners.

Section 14.5. Pursuant to the Act, a Co-Owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area.

ARTICLE XV
BYLAWS

Section 15.1 The Bylaws of the Council of Co-Owners shall be as set forth on Exhibit C attached hereto, and made a part hereof.

ARTICLE XVI
AMENDMENTS

Section 16.1. Amendments. Except for the rights of Declarant to amend the Master Deed as hereinafter provided, this Master Deed shall be amended only by vote of Co-Owners owning seventy-five percent (75%) of the Units, at any meeting of the Council of Co-Owners duly called for such purpose, following written notice to all Co-Owners, except that no such amendment shall change the rights reserved to Declarant, the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereto, the allocation of any Limited Common Element appertaining thereto, the liability for Common Expenses appertaining thereto, or rights to

Common Profits appertaining thereto. No amendment shall be effective until recorded in the Register of Means Conveyance Office for Charleston County, South Carolina. Notwithstanding the foregoing, neither this Article XVI nor Article XXII hereof may be amended without the consent of the Declarant.

So long as the boundaries, percentage interest, undivided interest in the Common Elements, allocation of any Limited Common Elements, right to Common Profits and liability for Common Expenses are not affected with respect to any Unit not owned by Declarant, Declarant shall have the right, so long as Declarant is the owner of any Unit, to amend, from time to time, this Master Deed in Declarant's sole discretion without notice in order to change the boundaries of any and all Units owned by Declarant. Declarant shall evidence such change in boundaries by filing an amendment revising the basic values of the Unit(s) affected and the percentage interests appertaining to said Unit(s).

Section 16.2. By-Laws. The system of administration adopted by the ByLaws may be modified at anytime by the vote of the Unit owners representing two-thirds of all the percentage interests, but such modification shall not be operative until recorded in the same office as this Master Deed.

ARTICLE XVII POWER OF ATTORNEY TO BOARD OF DIRECTORS

Section 17.1. Each Co-Owner by the acceptance of a deed or by the exercise of any incident of ownership, grants to the Persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of foreclosure of judicial sale, in the name of the Board of Directors or its designees, corporation or otherwise, on behalf of all Co-Owners; and to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired, or to sublease any Unit leased by the Board of Directors.

ARTICLE XVIII PERSONS AND UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS

Section 18.1. Survival. All present and future Co-Owners, tenants, mortgagees and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Instruments as they now exist and as they may be amended from time to time. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit shall constitute agreement that the provisions of such Condominium Instruments are accepted and ratified by such Co-Owner,

tenant, mortgagee or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit as though the provisions of this Section had been recited and stipulated at length in each and every deed, conveyance or lease thereof.

Section 18.2. Rules and Regulations. The Board of Directors may promulgate Rules and Regulations regarding the use and occupancy of Units and Common Elements, and the activities of occupants therein.

ARTICLE XIX TERMINATION

Section 19.1. Termination. The Co-Owners may remove the Property from the provisions of the Act and of the Condominium Instruments, by an instrument to that effect, recorded and containing the signatures of one hundred percent (100%) of the Co-Owners, provided one hundred percent (100%) of the holders of all liens affecting any of the Units consent thereto or agree in either case by recorded instruments that their liens be transferred to an undivided interest in the Property.

Section 19.2. Ownership. Upon the removal of the Property from the provisions of the Act and the Condominium Instruments, the Co-Owners shall be deemed to own the Property as tenants in common, with undivided interest in the same percentages as the undivided interests previously owned by each in the Common Elements.

Section 19.3. Re-submission. The removal provided for in this Article shall not bar the subsequent re-submission of the Property to the provisions of the Condominium Act.

ARTICLE XX BOUNDARIES; EASEMENTS FOR ENCROACHMENT

Section 20.1. Boundaries. The existing physical boundaries, as defined in the Condominium Instruments, of any Unit or Common Element now existing or as reconstructed in substantial conformity with the plot plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any dock, bulkhead or piling and regardless of minor variations between the physical boundaries as described in this Master Deed or shown on the condominium plan and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

Section 20.2. Encroachments. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized repair of the Unit, a valid easement for the

encroachment and for the maintenance of the same shall exist so long as the Dock System stands. The purpose of this Section is to protect the Co-Owners, except in cases of willful and intentional misconduct by them or their agents or employees, and not to relieve the Declarant or any contractor, subcontractor, or materialmen of any liability which any of them may have by reason of any failure to adhere substantially to the plot plans.

Section 20.3. Easement Granted to the Council of Co-Owners.

There shall be and the Declarant does hereby grant a general easement in favor of the Council of Co-Owners upon, across, above, and under all of the property and improvements submitted herein, and expressly including the Units, for ingress, egress, installation, replacing, repairing, and maintaining the Common Elements, and in general for dredging, access, repair, maintenance, ingress and egress, and any other purposes reasonably related to the purposes, rights and duties of the Council of Co-Owners. By virtue of this easement, the Council of Co-Owners shall be expressly permitted to erect and maintain any necessary equipment on the Common Elements of the Regime, and to affix and maintain wires, conduits, cables, and the like on, above, across, under and through improvements in the Regime, including the Dock System and the Units. Should any person furnishing any service covered by this Section request a specific easement by separate recordable documents, the Council of Co-Owners shall have the right to grant such easement under the terms hereof. Declarant also conveys to the Council of Co-Owners, its successors and assigns, limited and non-exclusive easements and encroachment rights, as set forth herein, which Declarant obtained under that certain Warranty Deed dated December 20, 1985 and recorded in the RMC Office for Charleston County in Book R-150 at Page 642, as amended and modified from time to time and subject to the obligation on the part of the Council of Co-Owners to modify such easements and encroachments as required by Declarant, in Declarant's sole discretion, to limit the physical location of such rights so as not to adversely effect the developability or value of the real property owned or to be purchased in the future by the Declarant, its successors and assigns. Such easement and encroachment rights shall be the full and unrestricted, but non-exclusive, easements described in the Warranty Deed, as amended by the Easement Agreement dated November 6, 1987, and recorded in Book Z-170 at Page 881 in the RMC Office for Charleston County and the Indenture dated November 14, 1991, and recorded in Book T-211 at Page 663 in the RMC Office for Charleston County, but only as to those certain areas described on and for the specific purposes designated "Shaded Area in Phase I" on Exhibit H of the Master Deed for the Yacht Club at Toler's Cove Marina Horizontal Property Regime dated April 7, 1989 and recorded in Book L-183 at Page 34, but saving and excepting from said areas as to which the easement and encroachment rights are granted that certain piece, parcel and tract of land shown as "Parcel C, Phase 6 Future Development, 1.066 Ac." on said Exhibit H. Such easement and encroachment rights include areas

marked "B" and "D" as well as "Pedestrian Easements" as shown on said Exhibit H. Declarant also grants to the Council of Co-Owners a limited non-exclusive easement for pedestrian access, ingress and egress across walkways and docks owned by Declarant, adjacent to the Dock System constituting a part of Phase IV and for the purpose of operating, repairing and maintaining common utilities.

Section 20.4. Destruction. If any part of the Condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed, encroachment of any Unit on any Common Element, due to such reconstruction, shall be permitted and valid easements for such encroachments and the maintenance of them shall exist so long as the Unit exists.

ARTICLE XXI

NO SEVERANCE OF OWNERSHIP

Section 21.1. No Co-Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more such interest, without including all such interests, shall be deemed and taken to include the interest of interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant.

ARTICLE XXII

DECLARANT'S RIGHTS RESERVED

Section 22.1. As long as the Declarant is a Co-Owner, the Declarant and its duly authorized agents, representatives and employees may maintain and show its Units for sale and lease Units.

Section 22.2. The Declarant reserves the right to perform such work and repairs on the Property other than Units which Declarant does not own, and the further right to control all such work and repairs, and the right of access thereto, until its completion.

Section 22.3. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in such manner as will not unreasonably disturb the rights of Co-Owners.

Section 22.4. So long as the Declarant owns any Unit for sale in the ordinary course of business, no action may be taken by the

Council of Co-Owners that would be detrimental to the sales of Units by the Declarant without written agreement thereto by the Declarant.

**ARTICLE XXIII
CONDEMNATION**

Section 23.1. Common Elements. If any part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no Unit, nor Limited Common Element appurtenant thereto is taken, all compensation and damages for and account of the taking, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Council of Co-Owners, or a Trustee, either as trustee for all Co-Owners and mortgagees according to the loss or damages to their respective interests. The Council of Co-Owners, acting through the Board of Directors, shall have the right to act on behalf of the Co-Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of the Co-Owners to represent their own interests. Such proceeds shall be used in accordance with the provisions of the Bylaws. Nothing herein is to prevent Co-Owners whose Units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Co-Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the affected Co-Owners and the Council of Co-Owners or Trustee, as their interests may appear.

Section 23.2. Units. If part or all of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Limited Common Elements assigned to any Unit) is taken, the Council of Co-Owners shall have the right to act on behalf of the Co-Owners with respect to the Common Elements as in Section 23.1 hereinabove, and the proceeds shall be payable as outlined therein. The Co-Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Council of Co-Owners or Trustee first to restore the Units and common elements of the Condominium in the same manner as provided for restoration under the Bylaws to the extent possible, attempting to rebuild docks containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the Bylaws. In the event that the Board of Directors determines that such a taking so removes land and docks containing Units that they cannot effectively be

restored or replaced substantially in compliance with the dock plans, and unless seventy-five percent (75%) of the Co-Owners and holders of first mortgages encumbering seventy-five percent (75%) of the undivided interest in the Common Elements subject to mortgages vote to accept an alternative plan, then the Council of Co-Owners shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Council of Co-Owners for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE XXIV
INSURANCE

Section 24.1. The Council shall insure the Property against risks, without prejudice to each Co-Owner to insure that Owner's Unit for that Owner's account and benefit. In case of fire or any other disaster, all insurance proceeds attributable to the Dock System shall be used to reconstruct the Dock System to equal or better condition than the Dock System prior to the casualty; provided, however, that the construction shall not be compulsory when the damage comprises the whole or to the extent of eighty (80%) percent of the then replacement cost of the Dock System. In such case, if unanimously agreed upon by all Co-Owners of Units and the holders of mortgage liens affecting at least seventy-five (75%) percent of the Units subject to mortgages, the insurance proceeds shall be delivered pro rata to such Co-Owners, after any cleanup and removal of the Dock System remnants, in accordance with the Bylaws or in accordance with the decision of ninety (90%) percent of the affected Co-Owners if there is no Bylaw provision. In the event insurance proceeds are insufficient to cover the cost of reconstruction, the unfunded rebuilding cost shall be a Common Expense. Each Unit owner shall carry, at such owner's expense, liability insurance with commercially reasonable limits covering the Unit owner's vessels or facility and Unit, and naming the Council of Co-Owners as an insured.

ARTICLE XXV
MORTGAGES

Section 25.1. Rights of Mortgagee. Notwithstanding anything contained in the Condominium Instruments to the contrary, any right of first refusal granted to the Council shall not impair the rights of a first mortgagee, including, if applicable, for all sections of this Article XXV, the Declarant, to any Unit to (1) foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage; or (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (3) sell or lease a Unit acquired by the mortgagee, but subject to this Master Deed.

Section 25.2. Title. Any first mortgagee obtaining title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid assessments or Common Charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

Section 25.3. Notices. In addition to any other notices required to be given by the Council of Co-Owners to holders of first mortgage liens on Units, the following notices shall be provided to all such mortgagees to which the Council of Co-Owners has written notice:

(a) Written notice at least thirty (30) days prior to the effective date of any amendment to the Master Deed or the Bylaws.

(b) Written notice of any default by any Owner whose Unit is subject to a mortgage lien, given to such lien holder, of any obligation of such Owner provided for in the Master Deed or the Bylaws on which default is not cured within thirty (30) days after the same shall occur.

(c) Written notice to mortgagees of record of substantial drainage or destruction to the Dock System.

ARTICLE XXVI
MISCELLANEOUS

Section 26.1. Captions. The captions contained in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Condominium Instruments nor the intent of any provision thereof.

Section 26.2. Gender. The use of the masculine gender shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context of the Condominium Instruments so require.

Section 26.3. Waiver. No provision contained in the Condominium Instruments shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 26.4. Invalidity. The invalidity of any provision of the Condominium Instruments shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all of the other provisions of the Condominium Instruments shall continue in full force and effect.

Section 26.5. Conflict. The Condominium Instruments are intended to comply with the requirements of the Condominium Act and all other applicable laws. In the event of any conflict between

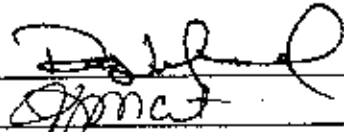
the Condominium Instruments and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Master Deed and any other Condominium Instrument, this Master Deed shall control.


Section 26.6. Execution of Documents. The President or Secretary of the Council of Co-Owners are responsible for preparing, executing, filing and recording amendments to the Condominium Instruments.

IN WITNESS WHEREOF, the undersigned Declarant has set its Hand and Seal on the day and year first hereinabove written.

WITNESSES:

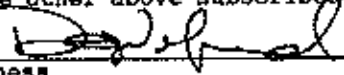
THE YACHT CLUB AT TOLER'S COVE
MARINA LIMITED PARTNERSHIP,
A SOUTH CAROLINA LIMITED
PARTNERSHIP
BY: TOLER'S COVE CORPORATION,
ITS GENERAL PARTNER




Stuart E. Huston
ITS: President

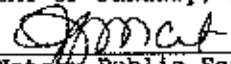
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named Declarant, THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, A SOUTH CAROLINA LIMITED PARTNERSHIP, BY TOLER'S COVE CORPORATION, ITS GENERAL PARTNER, BY STUART E. HUSTON, PRESIDENT, sign, seal, and as its act and deed, deliver the within written Master Deed and that (s)he with the other above subscribed witness witnessed the execution thereof.



Witness

SWORN TO BEFORE ME THIS 16
DAY OF January, 2001.



Notary Public For South Carolina
My commission expires: 1/24/2004

EX N 36286189

EXHIBITS TO MASTER DEED

- A. Property Description
- B. Plot Plan (including Boundary Survey), Dock Plans and Docking System
- C. By-Laws of Council of Co-Owners
- D. Schedule of Values
- E. Dredging Agreement dated July 13, 1989

1-Dock MASTER DEED 2

EXHIBIT A

ALL that certain piece, parcel and tract of land, situate, lying and being in the Town of Mt. Pleasant, County of Charleston, South Carolina, containing 0.388 acres, and being more particularly shown and designated as "T-Dock 0.388 Acres" on that certain plat by Forsberg Engineering and Surveying, Inc., entitled "PLOT PLAN TOLER'S COVE MARINA TRACT C FOR THE TOLER'S COVE MARINA T-DOCK HORIZONTAL PROPERTY REGIME, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" dated October 12, 2000 and recorded as Exhibit B to the within Master Deed.

✓ TOGETHER WITH limited and non-exclusive easements and encroachment rights as set forth in Section 20.3 of the within Master Deed.

SUBJECT TO:

1. Taxes and assessments for the current year, a lien, not yet due and payable;
2. Terms, Conditions, Reservations, Easements, Rights to Repurchase, Assessments and Obligations of the within Master Deed.
3. Any applicable zoning and/or development laws and ordinances, including those of Charleston County and the Town of Mount Pleasant;
4. Navigable servitude of the U. S. Government and State of South Carolina or any political division thereof and rights of the public to the use of any navigable waters covering any land included in the description of the insured premises; provided, however, the limit of such navigable servitude is the line formed by the South Carolina Coastal Council Critical Line and the bulkhead line (whichever would cause the navigable servitude to be larger), and the general public has no right in and to any of the improvements which may be located within the area of the navigable servitude;
5. Rights and jurisdiction vested in the South Carolina Department of Health and Environmental Control - Office of Coastal Resources Management by law, including the power of said agency to mandate the removal or modification of any docking facility constructed in accordance with its permitting authority;
6. Rights of the United States or other governmental entities, if any, which rights may exist in addition to the right to permit dock construction and regulate use vested in the South Carolina Department of Health and Environmental Control - Office of Coastal Resources Management.

7. Restrictions and condition set out and imposed by the Horizontal Property Act, Chapter 31, Code of Laws of the State of South Carolina, 1976;
8. Easements to Southern Bell Telephone and Telegraph Company dated June 27, 1986, and recorded in Book J-155, Page 552, and corrected by instrument recorded in Book G-156, Page 58, RMC Office aforesaid.
9. Easements to Southern Bell Telephone and Telegraph Company dated July 30, 1986, and recorded in Book H-158, Page 874; and in Book F-166, Page 598;
10. Right of way to South Carolina Electric & Gas Company recorded in Book F-109, Page 406, and Easement dated August 28, 1984, and recorded in Book M-140, Page 303, RMC Office aforesaid.
11. Agreement with the Commissioners of Public Works of Mt. Pleasant, dated February 10, 1984, and recorded in Book F-135, Page 635, RMC Office aforesaid;
12. Easements and rights of third parties which are referred to in a deed dated December 20, 1985, and recorded in Book R-150, page 642; and instrument recorded in Book S-150, Page 837, as modified by Easement agreement recorded in Book Z-170, Page 881, as modified by Indenture recorded in Book T-211, Page 063, RMC Office aforesaid.
13. Terms and conditions of all permits and licenses issued by federal, state, and local governments, their respective agencies, and quasi-governmental or private agencies having jurisdiction over the Project, including the U. S. Army Corps of Engineers, the South Carolina Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management and the Town of Mount Pleasant;
14. Interests created by, or limitations on use imposed by, the Federal Coastal Zone Management Act, or other federal law or by S. C. Code Chapter 39, Title 48, amended, or any regulations promulgated pursuant to said state or federal laws.
15. Sewer Agreement dated February 10, 1984, and recorded in Book F-135, Page 635, RMC Office aforesaid.
16. Water Agreement dated February 10, 1984, and recorded in Book F-135, Page 641, RMC Office aforesaid.
17. Grant of Easements in favor of Mt. Pleasant Waterworks recorded in Book U-143, Page 281, RMC Office aforesaid.
18. Encroachment Agreement dated November 6, 1987, and recorded

December 9, 1987, in Book A-171, Page 001, in the RMC Office aforesaid, subject to abandonment of easement contained in Indenture between Jeannette Creek Limited Partnership, a South Carolina Limited Partnership, and The Yacht Club at Toler's Cove Marina Limited Partnership, Article V, recorded in Book T-211, Page 063.

19. Restrictions, Agreements, Grants of Rights and Easements contained in Indenture recorded in Book T-211, Page 063, RMC Office aforesaid.
20. Easement in favor of The Yacht Club at Toler's Cove Marina Horizontal Property Regime, recorded in Book T-211, Page 063, RMC Office aforesaid.
21. That certain Gate Agreement/Settlement Agreement dated April 27, 1995 by and among Toler's Cove Homeowners Association, Inc., The Yacht Club at Toler's Cove Marina Limited Partnership, The Yacht Club Marina Council of Co-Owners, Inc. and Horlbeck Creek Land Corporation, Case Number 93-CP-10-4054, which Agreement was recorded in the RMC Office for Charleston County on May 11, 1995 in Book G-255 at Page 432.

Being a portion of the property conveyed to The Yacht Club at Toler's Cove Marina Horizontal Property Regime, from Jeannette Creek Limited Partnership, a South Carolina Limited Partnership, dated December 20, 1985, and recorded December 31, 1985, in Book R-150, Page 642, in the RMC Office aforesaid.

PORTION OF TMS# 530-00-00-007

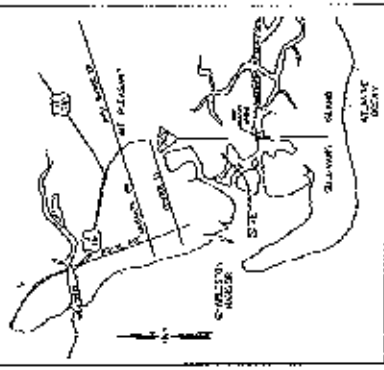
Grantee's address: 1610 Ben Sawyer Blvd.
Mt. Pleasant, SC 29464

1610 BEN SAWYER BLVD.

MT. PLEASANT, SC 29464

SCALE: 1" = 100'

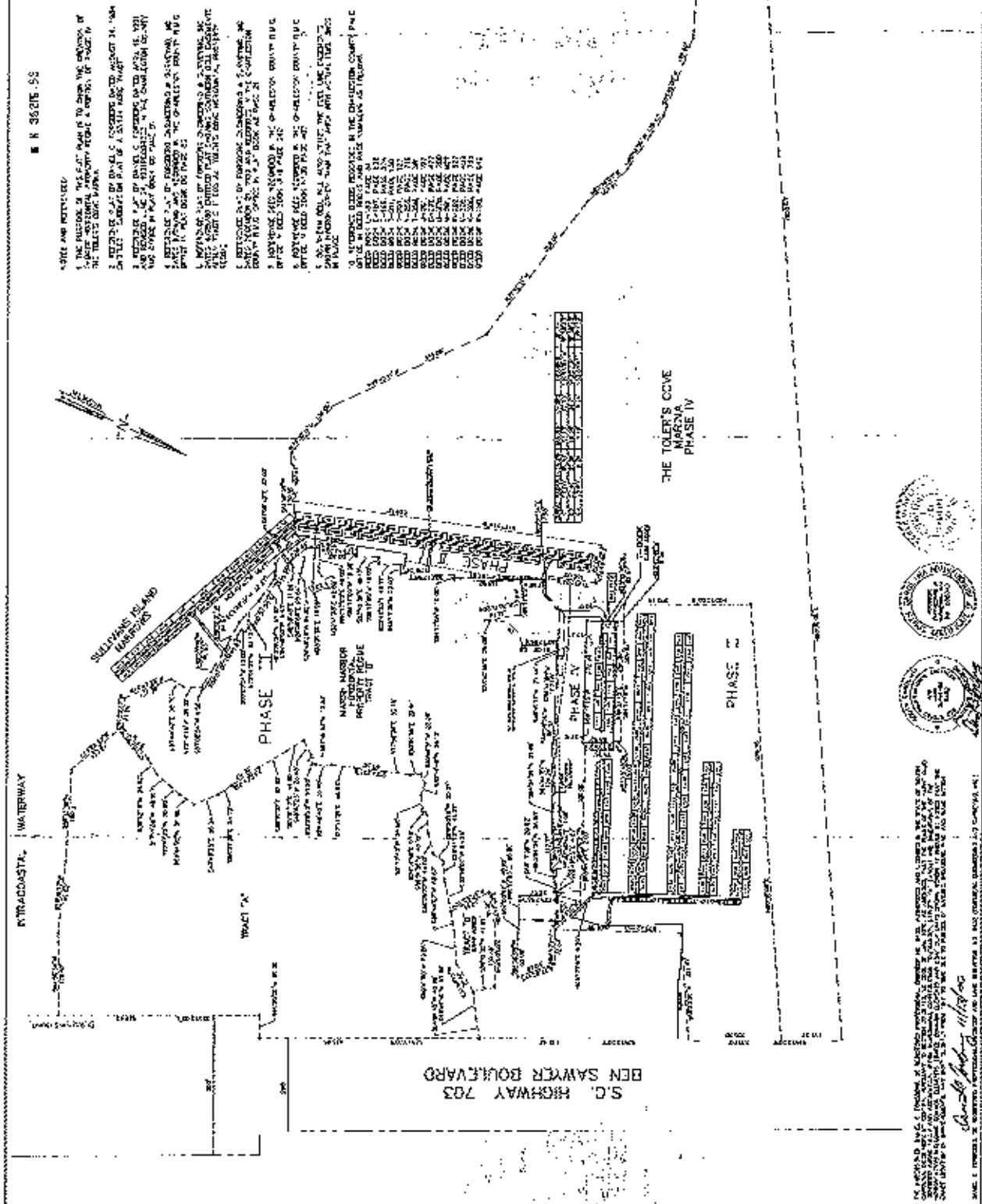
- NOTE AND REFERENCES:**
1. THE RECORDS OF THIS PLAN IS TO BE KEPT IN THE OFFICE OF THE TOLER'S COVE MARINA.
 2. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT C.
 3. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT B.
 4. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT A.
 5. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT D.
 6. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT E.
 7. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT F.
 8. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT G.
 9. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT H.
 10. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT I.
 11. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT J.
 12. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT K.
 13. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT L.
 14. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT M.
 15. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT N.
 16. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT O.
 17. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT P.
 18. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT Q.
 19. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT R.
 20. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT S.
 21. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT T.
 22. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT U.
 23. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT V.
 24. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT W.
 25. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT X.
 26. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT Y.
 27. REFERENCE IS MADE TO THE RECORDS OF THE TOLER'S COVE MARINA TRACT Z.



VICINITY MAP

EXHIBIT B
PLOT PLAN
TOLER'S COVE MARINA
TRACT C
 FOR
THE TOLER'S COVE MARINA
T-DOCK
HORIZONTAL PROPERTY REGIME
TOWN OF MT. PLEASANT
CHARLESTON COUNTY, SOUTH CAROLINA
SCALE: 1" = 100' OCTOBER 12, 2000
SHEET 1 OF 2

FORSEBERG ENGINEERING AND SURVEYING, INC.
 1000 W. 10TH STREET
 CHARLESTON, SOUTH CAROLINA 29405
 PHONE: 703-733-1111
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David L. Forseberg, P.E.

EXHIBIT CBYLAWS OF THE TOLER'S COVE MARINA T-DOCK
COUNCIL OF CO-OWNERS, INC.ARTICLE I
INTRODUCTION

Section 1.1. Introduction. These are the Bylaws of THE TOLER'S COVE MARINA T-DOCK COUNCIL OF CO-OWNERS, INC., a South Carolina non-profit corporation, (hereinafter referred to as the "Council of Co-Owners"). Terms which are defined in the Master Deed of THE TOLER'S COVE MARINA T-DOCK HORIZONTAL PROPERTY REGIME are used herein as therein defined.

ARTICLE II
BOARD OF DIRECTORSSection 2.1. Number and Qualification.

(a) The affairs of the Condominium and the Council of Co-Owners shall be governed by a Board of Directors consisting of no less than three (3) persons and no more than nine (9) persons, all of whom, excepting the members of the Board of Directors elected by the Declarant, shall be Co-Owners. Should any Unit be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any officer or employee of such owner shall be eligible to serve as a Director. At any meeting at which Directors are to be elected, the Co-Owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the Corporation Laws of the State of South Carolina.

(b) The terms of at least one-third (1/3rd) of the members of the Board of Directors shall expire annually.

(c) When Co-Owners other than the Declarant own more than one-third of the Units in the Condominium, they shall be entitled to elect not less than one-third of the members of the Board of Directors of the Council of Co-Owners. Co-Owners other than the Declarant shall elect not less than a majority of the members of the Board of Directors of the Council of Co-Owners not later than ten (10) years after the date of the recording of the first deed to a unit to a person other than Declarant, and, prior to the expiration of such ten (10) year period, shall be entitled to elect not less than a majority of the members of the Board of Directors upon the sale by Declarant of ninety-five percent (95%) of the Units in the Condominium. All references in this subsection to "Units in the Condominium" shall mean the aggregate of the Units shown in the plot plans filed with the original Declaration. The Declarant shall be entitled to designate not less than one member of the Board of Directors of the Council of Co-Owners so long as it holds for sale in the ordinary course of business any Unit in such Condominium.

(d) At any time after Co-Owners other than the Declarant are entitled to elect a member or members of the Board of Directors of the Council of Co-Owners, the Council of Co-Owners shall call and give not less than thirty (30) nor more than forty (40) days notice of a meeting of the Co-Owners for this purpose. Such meeting may be called and the notice given by any Co-Owner if the Council of Co-Owners fails to do so. Thereafter, meetings shall be called in accordance with Sections 2.7 and 2.8 of these Bylaws.

Section 2.2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and of the Condominium and shall do all such acts and things except as by law or by the Declaration, or by these Bylaws may not be delegated to the Board of Directors by the Co-Owners. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) Operation, care, surveillance, upkeep and maintenance of the Common Elements or the Limited Common Elements and services, including, dredging of slips and adjacent waters leading to the Intercoastal Waterway.

(b) Determination of the Common Expenses required for the affairs of the Condominium and of the Council of Co-Owners, including, without limitation, the operation and maintenance of the Property.

(c) Assessment and collection of the Common Charges from the Co-Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the general services and the Common Elements or the Limited Common Elements and real and personal property owned by the Council of Co-Owners.

THE COUNCIL OF CO-OWNERS SHALL RETAIN THE SERVICES OF THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP, THE DECLARANT UNDER THE MASTER DEED, OR ITS AFFILIATE, DURING THE FIRST YEAR OF THE OPERATION OF THE HORIZONTAL PROPERTY REGIME AS THE MANAGEMENT AGENT FOR THE HORIZONTAL PROPERTY REGIME AT SUCH MANAGEMENT AGENT'S REASONABLE FEE CHARGES.

(e) Adoption and amendment of Regulations covering the details of the operation, use and maintenance of the Property following Notice and Comment.

(f) Opening of bank accounts on behalf of the Council of Co-Owners and designating the signatories required therefore.

(g) Purchasing or leasing or otherwise acquiring in the name of the Council of Co-Owners, or its designee, corporate or

otherwise, on behalf of all Co-Owners, Units offered for sale or lease or surrendered by their owners to the Council of Co-Owners.

(h) Purchasing of Units at foreclosure or other judicial sales in the name of the Council of Co-Owners, or its designee, corporate or otherwise, on behalf of all Co-Owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by, and subleasing Units leased by the Council of Co-Owners or its designee, corporate or otherwise, on behalf of all Co-Owners.

(j) Organizing corporations to act as designees of the Council of Co-Owners in acquiring title to or leasing of Units on behalf of all Co-Owners.

(k) Granting of licenses.

(l) Obtaining insurance pursuant to the provisions of Article VIII hereof.

(m) Making of repairs, restorations, additions and improvements to or alterations of the Property, other than the Units including emergency repairs, and the borrowing of monies for such emergency repairs, which debt shall become a Common Expense.

(n) Suing to enforce, or settling and compromising claims of Co-Owners with respect to Common Elements and property which the Council of Co-Owners has the duty to maintain, repair, replace or restore, and other matters concerning the administration of the Condominium.

(o) Following Notice and Hearing, levy liquidated charges against Co-Owners for violations of the requirements of the Condominium Instruments or the Regulations, provided no charge shall exceed Twenty-Five and No/100 (\$25.00) Dollars per such violation, together with additional actual damages, cost of collection and reasonable attorney's fees, other than as provided for in Article V, Section 5.7, of these Bylaws. Each day that such violation exists may be considered a separate violation.

(p) Impose reasonable charges for preparation or recording of amendments to the Condominium Instruments, or for the issuance of reports, certificates, and documentation permitted by the Condominium Instruments or required by law, to the person requesting the same.

(q) Without limits, but in pursuit of the foregoing powers, and the purposes for which the Council of Co-Owners was created, to do any and all things lawfully permitted to be done by a corporation under the laws of the State of South Carolina, and a

condominium Council of Co-Owners under the Horizontal Property Regime Act, (the Condominium Act), now in effect or as amended or replaced, if applicable or if agreed to by the Council of Co-Owners.

(r) Following Notice and Hearing, grant or withhold approval of any action which changes the exterior appearance of the Condominium, alters any portion of the Common Elements, or affects the structural or mechanical integrity of a Dock or its fixtures.

(s) Sue and be sued, and appear on behalf and for the benefit of all Co-Owners in any matter of common concern including class actions for the Co-Owners as a class, in and before any court, office, agency, board, commission or department of the state or any political subdivision, and appeal from any judgments, orders, decisions or decrees rendered therein.

(t) To the extent desirable, create requirements for reasonable reserves for maintenance, repair and replacement of the Dock System and Common Elements, working capital, bad debts, depreciation, obsolescence, or other proper purposes agreed to by the Council of Co-Owners, and designate and establish trust funds for the benefit of Co-Owners or the Council of Co-Owners delegating thereto the collection and assessment powers permitted to the Council of Co-Owners by law or covenant to hold and disburse the funds so collected.

(u) Taking any and all such actions as may be necessary to comply with applicable city, county, state, or federal regulations, specifically including the South Carolina Department of Health and Environmental Control.

Section 2.3. Manager. The Board of Directors may employ for the Condominium a Manager, including the Declarant or its affiliate, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, and for such term as the Board may set. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in Article II, Section 2.2, subparagraphs (b), (e), (f), (g), (h), (i), (j), (k), (n), (o), (p), (q), (r) and (s).

Section 2.4. Removal of Members of the Board of Directors. At any regular or special meeting of Co-Owners, any director, other than a director elected by Declarant, may be removed with or without cause by a majority of the Co-Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. A director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting if present.

4

Section 2.5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Co-Owners, may be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum, and each person so elected shall be a director for the remainder of the term of the director so replaced, and until a successor shall be elected.

Section 2.6. Organization Meeting. The initial Board of Directors shall be appointed or removed by Declarant as the owner of all Units and shall serve until the organizational meeting of Co-Owners. The first meeting of the elected Board of Directors shall be held within ten (10) days after the first organizational meeting of the Co-Owners at such time and place as shall be fixed by the Co-Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the directors shall be present thereat.

Section 2.7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during the fiscal year. Written notice of regular meetings of the Board of Directors shall be given to each director by mail or by hand at least three (3) business days prior to the day named for such meeting.

Section 2.8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days written notice to each director given by mail or by hand, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may be called in like manner and on like notice on the written request of at least twenty-five percent (25%) of the directors.

Section 2.9. Waiver of Notice. Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 2.10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of

Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.11. Fidelity Bonds. To the extent reasonably available, the Board of Directors shall obtain adequate fidelity bonds for all officers, employees and agents of the Council of Co-Owners handling or responsible for Council of Co-Owners funds. The premiums on such bonds shall constitute a Common Expense.

Section 2.12. Compensation. No director shall receive any compensation from the Council of Co-Owners for acting as such.

ARTICLE III
CO-OWNERS

Section 3.1. Organizational Meeting. The organizational meeting of the Co-Owners shall take place within one hundred eighty (180) days of the filing of the Master Deed.

Section 3.2. Annual Meeting. Annual meetings of the Co-Owners shall be held on the first Tuesday in February of each year or at such time reasonably thereafter as may be adopted by resolution of the Board of Directors. At such meeting, the directors shall, subject to the provisions of these Bylaws and the Master Deed, be elected by ballot of the Co-Owners, in accordance with the provisions of Article 11 of these Bylaws. The Co-Owners may transact such other business at such meetings as may properly come before them.

Section 3.3. Place of Meetings. Meetings of the Co-Owners shall be held at the principal office of the Council of Co-Owners or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors or the President.

Section 3.4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than twenty-five percent (25%) of the Co-Owners.

Section 3.5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Co-Owners, except as provided in Article 11, Section 2.1(d), at least fifteen (15) days, but not more than fifty (50) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Co-Owner of record, at such address of such Co-Owner as appears in the records of the Council of Co-Owners. The mailing of a notice of meeting in the manner

provided in this Section shall be considered service of notice. No business shall be transacted at a special meeting except as stated in the notice. No notice need be given to Co-Owners who attend a meeting in person or who waive notice in writing executed and filed on the corporate records before or within ten (10) days after the meeting. If all Co-Owners are present or consent thereto in writing, any business may be transacted, other than business which requires consent by mortgagees and for which sufficient consent by mortgagees has not been received.

Section 3.6. Adjournment of Meeting. If any meeting of Co-Owners cannot be held because a quorum has not attended, a majority of the Co-Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.7. Order of Business. The order of business at all meetings of the Co-Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Election of members of the Board of Directors (when required).
- (f) Old business.
- (g) New business.

Section 3.8. Voting.

(a) When a vote or any other action by Co-Owners provided for herein or in the Condominium Instruments requires a specific percentage, portion or fraction of Co-Owners, such percentage, portion or fraction shall mean, unless otherwise stated in the Condominium Instruments, such percentage, portion or fraction in the aggregate of such voting power equal to the percentage interest in the Common Elements shown on Exhibit D of the Master Deed.

(b) If a Unit is owned by more than one person, such persons shall agree among themselves how a vote for such Unit shall be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire ownership interest of a Unit shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects prior to or at the time the vote is cast, in which case the votes of such co-owners shall not be counted.

(c) A corporate Co-Owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws the owning corporation. A partnership Co-Owner's vote may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The directors may require reasonable evidence that a person voting on behalf of a corporate owner or partnership owner is qualified so to vote.

(d) A written proxy terminates eleven (11) months after its date, but shall expire earlier if it specifies a shorter term or limits its use to a particular meeting not yet held but to be held within eleven (11) months from its date.

Section 3.9. Quorum. Except as may be otherwise provided in these Bylaws, a majority of the Co-Owners present in person or by proxy, at any meeting of Co-Owners shall constitute a quorum at all meetings of the Co-Owners.

Section 3.10. Majority Vote. The vote of Co-Owners holding at least fifty-one percent (51 %) of the percentage interest in the Common Elements at a meeting at which a quorum shall be present shall be binding upon all Co-Owners for all purposes except where in the Master Deed or these Bylaws or by law, a higher percentage vote is required.

**ARTICLE IV
OFFICERS**

Section 4.1. Designation. The principal officers of the Council of Co-Owners shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors. Any two offices may be held by the same person, except the offices of President and Vice President, the offices of Secretary and Treasurer, and the offices of President and Secretary. The office of Vice President may be vacant.

Section 4.2. Election of Officers. The officers of the Council of Co-Owners shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at

any special meeting of the Board of Directors called for that purpose.

Section 4.4. President. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Co-Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of the State of South Carolina and consistent with the powers granted to the Board of Directors herein, including, but not limited to, the power to appoint committees from among the Co-Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Co-Owners and the Board of Directors and he shall have charge of such books and papers as the Board of Directors may direct.

Section 4.7. Treasurer. The Treasurer shall have the responsibility for Council of Co-Owners funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board of Directors. He may endorse on behalf of the Council of Co-Owners for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Council of Co-Owners in such banks as the Board may designate. He may have custody of and shall have the power to endorse for transfer on behalf of the Council of Co-Owners, stock, securities or other investment instruments owned or controlled by the Council of Co-Owners, or as fiduciary for others.

Section 4.8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Council of Co-Owners shall be executed by any officer of the Council of Co-Owners or by such other person or persons as may be designated by the Board of Directors.

ARTICLE V
COMMON EXPENSES AND COMMON CHARGES

Section 5.1. Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall from time to time, and at least annually, and subject to Notice and Hearing, prepare a budget and include it in an Annual Report to Co-Owners for the Council of Co-Owners and determine the Common Charges and establish their due date. Notwithstanding the foregoing, during the twelve month period following initial use of the first Unit to be sold to a Co-Owner other than the Declarant, the Common Charges set forth in the budget prepared by the Declarant and given to each Co-Owner prior to the sale of a Unit to that Co-Owner, cannot be increased by more than ten percent (10%) unless necessary to provide for dredging assessments as required by Section 10.4 of the Master Deed or capital improvements approved by the Board of Directors.

Section 5.2. Common Expenses. The Common Expenses shall include:

(a) The costs of maintaining and repairing the Common Elements and any real and personal property owned by the Council of Co-Owners, including dredging and the cost of a Manager and including emergency repairs and including any Commercial Unit owned by the Council of Co-Owners.

(b) The costs of restoring or repairing the Condominium, to the extent provided in Article IX.

(c) Such amounts as the Board of Directors deems proper for the operation of the Condominium and the Council of Co-Owners, including without limitation an amount for a Common Expense working capital reserve, and sums necessary to make up any deficit in income from Common Charges in any prior year.

(d) Expenses incurred in leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational or other facilities for the benefit of all Co-Owners.

(e) Such amounts as may be required for the purchase or lease of any Unit to be acquired by the Council of Co-Owners or its designee.

(f) Premiums for insurance pertaining to the Condominium, the Council of Co-Owners and the Board of Directors.

(g) Any other costs and expenses in connection with the operation and administration of the Condominium and the Council of Co-Owners designated as Common Expenses by the Board of Directors or by vote of the Co-Owners.

(h) Such amounts as the Board of Directors deems proper for a reserve fund for replacements of capital improvements, which may be deposited in a trust fund for holding and disbursing amounts collected for such purposes.

Section 5.3. Common Charges and Income. The Common Expenses shall be assessed against all Units (and their owners) as Common Charges and any profits (it is the stated purpose of the Council to operate on a non-profit basis) shall be distributed to all Units in proportion to their percentage interest in the Common Elements. Expenses for the maintenance and repair of Limited Common Elements shall be assessed against those Units to which those elements have been allocated.

Section 5.4. Payment of Common Charges. All Co-Owners shall be obligated to pay the Common Charges or installments thereof at such time or times as the Board of Directors shall determine.

Section 5.5. No Waiver. No Co-Owner may exempt himself from liability for Common Charges by waiver of the use or enjoyment of any part of the Property or by abandonment of his Unit.

Section 5.6. Non-Liability After Conveyance. No Co-Owner shall be liable for the payment of any Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance of all such Co-Owner's interest in such Unit.

Section 5.7. Remedies. If any Common Charge is not paid when due, such Common Charge shall be delinquent and, together with interest and late charges as herein provided and cost of collection, including reasonable attorneys' fees, shall be a continuing lien on the Unit of the delinquent owner, as well as an indebtedness of the Co-Owner. Interest on delinquent Common Charges shall be established by the Board of Directors, subject to Notice and Comment, and shall accrue on the delinquent amount from the due date thereof until collected. The Board of Directors may by resolution, subject to Notice and Comment, establish late charges to defray the extra expenses and costs incurred by a Co-Owner's failure to pay Common Charges promptly. The Board of Directors shall attempt to recover such amounts by an action brought against such Co-Owner or by foreclosure of the lien, or both. The Board of Directors, on behalf of all Co-Owners, shall have the power to purchase such Unit at a foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereof (other than for the election of members of the Board of Directors), convey or otherwise deal with the same. A suit to recover a money judgment for delinquent amounts shall be maintainable without foreclosing or waiving the liens securing the same. Upon title to a Unit vesting in the heirs, successors, devisees, personal representatives or assigns of the owner, they shall become personally liable for the payment of such Common Charges assessed prior to such acquisition, except:

(a) The lien for all sums assessed by the Council of Co-Owners, but unpaid, for the share of the Common Expenses chargeable to any Unit shall be prior to all other liens, except all sums unpaid on mortgages of record.

(b) Where a mortgagee or a purchaser at a foreclosure sale obtains title to a Unit, such acquirer of title, its or his heirs, successors, transferees or assigns, shall not be liable for the unpaid share of the Common Expenses or assessments by the Council of Co-Owners chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer, but such expenses or assessments, if not fully satisfied out of the proceeds of such sale, shall become Common Expenses collectible from all of the Co-Owners, including such acquirer, its or his heirs, successors, transferees or assigns.

(c) The Board of Directors shall upon demand at any time furnish to any Co-Owner or applicable mortgagee a certificate in writing signed by an officer of the Council of Co-Owners, or an authorized agent of the Council of Co-Owners, setting forth any Common Charges then due and unpaid. Such certificate shall be conclusive evidence of payment of any Common Charges not therein stated as being unpaid.

ARTICLE VI
OPERATION OF THE PROPERTY

Section 6.1. Abatement and Enforcement of Violations by Co-Owners. The violation of any Regulation adopted by the Board of Directors, or the breach of any provision of a Condominium Instrument, shall give the Board of Directors the rights, subject to Notice and Hearing, in addition to any other rights set forth in these Bylaws (i) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Co-Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed liable for any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 6.2. Maintenance and Repair.

(a) Except as provided in Article IX, all maintenance or any repairs to any Unit, ordinary or extraordinary, shall be made by and at the expense of the owner of such Unit. Each Co-Owner shall also be responsible for all damages to any and all other Units and to the Common Elements, that his failure so to do may engender.

(b) All maintenance, repairs and replacements to the Common Elements (unless otherwise provided in Article IX or in Article VI, Section 6.2, subsection [c]), shall be made by the Board of

Directors and be charged to all Co-Owners as a Common Expense (unless necessitated by the negligence, misuse or neglect of a Co-Owner, or provided for under Article VI, Section 6.8 hereby in which case such expense shall be charged to such Co-Owner).

(c) Except as provided in Article IX, all maintenance of and nonstructural repairs to the Limited Common Elements shall be performed by and at the expense of the owner of the Unit to which such Limited Common Elements are appurtenant. If a Co-Owner fails to keep a Limited Common Element for which he is responsible in a slightly and safe condition and in good repair, the Council of Co-Owners may perform the necessary maintenance and repair and charge the cost thereof to such Co-Owner, which cost shall be treated for all purposes, if not paid when due, as a past due general assessment subject to the remedies provided for in Article V, Section 5.7 hereof.

Section 6.3. Restrictions on Conduct and Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions (which may be more specifically detailed in the Regulations):

(a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are designed and reasonably suited, and which are incidental to the use of the Units to which they are appurtenant. The Common Elements shall be for the sole use of Co-Owners, their guests and invitees.

(b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by the Co-Owners, their guests and invitees.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed, including, but not limited to, any South Carolina Department of Health and Environmental Control permit applicable to the Dock System. Violations of law, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected, by and at the sole expense of the Co-Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Any lease of an Unit shall be consistent with these Bylaws. The Board of Directors shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the Co-Owner/landlord thereunder, in the event of

failure by the tenant to perform any obligation in the Condominium Instruments and Regulations. Each tenant of an Unit shall be deemed to have attorned to the Council of Co-Owners as landlord under the lease with respect to enforcement of any provision of the Condominium Instruments and Regulations, provided that no enforcement proceedings shall be undertaken against a tenant by the Council of Co-Owners without prior notice to the Co-Owner, and a reasonable opportunity given to the Co-Owner to cure any default or to enforce the provision, before the Council of Co-Owners will proceed with enforcement proceedings.

Section 6.4. Additions, Alterations or Improvements. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements which are intended to be assessed as Common Charges and the cost of which will equal or exceed a sum equal to ten percent (10%) of the operating budget then in effect, the making of such additions, alterations or improvements shall require approval by a Majority of Co-Owners. Any additions, alterations or improvements costing less than such sum may be voted by the Board of Directors. In either case, Notice and Comment shall be required.

Section 6.5. Additions, Alterations or Improvements by Co-Owners. No Co-Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium or the Dock subject to such Co-Owners Moorage Easement without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement shall be executed by the Board of Directors only, without however incurring any liability on the part of any director of the Council of Co-Owners to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to persons or damage to property arising therefrom. The provisions of this Section may be superseded in whole or in part by resolution of the Board of Directors and their administration may be assigned to a committee, subject to Notice and Comment. The provisions of this Section shall not apply to portions of the Condominium while owned by the Declarant.

Section 6.6. Right of Access. The Manager and any other person authorized by the Board of Directors or the Manager shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, provided that requests for entry are made

in advance and that any such entry is at a time reasonably convenient to the affected Co-Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether the Co-Owner is present at the time or not.

Section 6.7. Regulations. Regulations concerning the use of the Units and the Common and Limited Elements may be promulgated and amended by the Board of Directors, subject to Notice and Comment. Notice of such Regulations shall be given to each Co-Owner prior to the time when the same shall become effective.

Section 6.8. Special Services. If upon request, or on an emergency basis, the Council of Co-Owners provides any service to any Unit, other than the services described in the Condominium Instruments to be provided to all Units, those services shall be specially assessed against the Unit to which the service is provided, and may be collected in the same manner as a Common Charge against such Unit.

ARTICLE VII MORTGAGES

Section 7.1. Notice to Board of Directors. A Co-Owner who mortgages his Unit shall notify the Council of Co-Owners of the name and address of his mortgagee. Such mortgages shall thereafter be entitled to all rights and privileges under the Master Deed for Mortgages.

Section 7.2. Notice of Default. The Board of Directors, when giving notice to a Co-Owner of a default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

Section 7.3. Examination of Books. Each mortgagee of an Unit shall be permitted to examine the records and books of account of the Council of Co-Owners and the vouchers accrediting the entries made thereon at reasonable times, which times shall be set and announced for general knowledge.

ARTICLE VIII INSURANCE

Section 8.1. Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this Article VIII, Sections 8.2, 8.3 and 8.4. Premiums for such insurance shall be Common Expenses.

Section 8.2. Physical Damage. All Docks and improvements (as defined in Subsection (e) hereof), and all of the personal property

owned by the Council of Co-Owners shall be insured against risk of physical damage as follows:

(a) Amounts: As to real property, including the Dock System and any other improvements, for an amount equal to the full replacement cost of such property subject to physical damage; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance under this Section, and at least annually thereafter, the Board of Directors shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against: The insurance shall afford protection against loss or damage by reason of.

(1) Fire and other perils, including wind, normally covered by extended coverage.

(2) Vandalism and malicious mischief.

(3) Such other risk of physical damage as from time to time may be customarily covered with respect to docks and improvements similar in construction, location and use as those on the Property, including, without limitation, flood insurance and builder's risk coverage for improvements under construction.

(4) Such other risks of physical damage as the Board of Directors may from time to time deem appropriate.

(c) Other Provisions: The insurance shall include, without limitation, the following provisions:

(1) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Council of Co-Owners, its directors and officers, and the Co-Owners.

(2) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Co-Owner Mortgagee of a Unit.

(3) That the insurance shall not be affected or diminished by any act or neglect of any Co-Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Council of Co-Owners.

(4) That the insurance shall not be affected or diminished by failure of any Co-Owner or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Council of Co-Owners.

(5) Such deductible as to loss, and coinsurance features, as the Board of Directors in its sole judgment deems prudent and economical.

(6) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the insured, and to all mortgagees.

(7) Provisions for identification of mortgagees and for the allocation of their several interests to specific Units or other Property.

(8) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (10) herein below).

(9) Adjustment of loss shall be made with the Board of Directors.

(10) Proceeds for losses shall be payable to the Council of Co-Owners or its appointed trustee.

(11) The named insured shall be the Council of Co-Owners.

(d) Evidence of Insurance: The insured shall make arrangements for Certificates of Insurance for all mortgagees and Co-Owners.

(e) Definition: As used in this Section, the term "docks and improvements" shall include, without limitation, the Dock System, fixtures and installations and replacements thereof as shown on such plans or other records as the Board of Directors may adopt for this purpose.

Section 6.3. Liability Insurance. The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Council of Co-Owners, the Manager (at the discretion of the Board of Directors), and each Co-Owner with respect to their liability arising from ownership, maintenance or repair of the Property, including, without limitation, liability arising from construction operations (except as provided in subsection (d) herein below). Such liability insurance shall also cover cross-liability claims among the insured parties. The Board of Directors shall review such limits at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Co-Owner or any occupants of any

improvements when such act or neglect is not within the control of the Council of Co-Owners.

(b) That the insurance shall not be affected or diminished by failure of any Co-Owner or any occupants of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Council of Co-Owners.

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Co-Owners, and the Council of Co-Owners, its directors and officers.

(d) No liability insurance need be provided for a Co-Owner with respect to his Unit and any Limited Common Elements used exclusively by him.

Section 8.4. Workmen's Compensation Insurance. The Board of Directors shall obtain and maintain Workmen's Compensation Insurance if necessary to meet the requirements of the laws of the State of South Carolina.

Section 8.5. Other Insurance. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

ARTICLE IX
DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 9.1. Duty to Repair or Restore. Any portion of the Condominium damaged or destroyed shall be repaired or restored promptly by the Board of Directors, except as provided in Sections 9.4, 9.5 and 9.7 herein below.

Section 9.2. Estimate of Cost. Promptly after the damage or destruction and thereafter as it deems advisable, the Board of Directors shall obtain reliable and detailed estimates of the cost of repair or restoration. The Board of Directors may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

Section 9.3. Collection of Construction Funds. Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Co-Owners, and other funds received on account of or arising out of the damage or destruction.

(a) Insurance Proceeds: The Board of Directors shall adjust losses under physical damage insurance policies. Such losses shall be payable in accordance with Section 8.2(c)(10) herein.

(b) Assessment of Owners: If insurance proceeds and funds described in subsection (c) below are insufficient for the necessary repair and restoration to be done at the Council of Co-

Owners' costs, such deficiency shall be, unless otherwise provided by law a Common Expense and the Board of Directors shall assess Common Charges therefor payable as specified in the resolution authorizing the same, which Common Charges shall be turned over by the Board of Directors to the Trustee.

(c) Payments by Others: All funds received on account of or arising out of such damage or destruction shall be turned over by the Board of Directors to the Trustee if one is appointed.

(d) Condemnation Awards: Condemnation awards shall be payable in accordance with Article XXI of the Master Deed.

Section 9.4. Plans and Specifications. Any repair or restoration must be either substantially in accordance with the plans adopted by the Board of Directors pursuant to Section 8.2(e) herein, (and may also include additional improvements for which funds are made available), or according to plans and specifications approved by the Board of Directors and by a Majority of Co-Owners and the holders of first mortgages encumbering seventy-five percent (75%) of the Units subject to mortgages.

Section 9.5. Disbursement of Construction Funds. The trustee, as defined in Section 9.8 herein, if appointed, shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties, and shall disburse the balance in the following manner:

(a) Damage or destruction not exceeding \$100,000.00: In the event of damage or destruction which is the responsibility of the Board of Directors to insure, not exceeding One Hundred Thousand Dollars (\$100,000.00) and upon receipt of proper certification of such fact from the Board of Directors, the trustee, if appointed, shall deliver such balance to the Board of Directors, and the Board of Directors shall thereupon administer said balance in the same manner as required of the trustee, if appointed, pursuant to this Article VIII.

(b) Damage or destruction Exceeding \$100,000.00: In the event of damage or destruction which is the responsibility of the Board of Directors to insure exceeding One Hundred Thousand Dollars (\$100,000.00), a trustee shall be appointed by the Board of Directors and shall apply such balance to pay directly, or to reimburse the Board of Directors for the payment for, the costs of such repair or restoration, including the costs of temporary repairs for the protection of the Property pending the completion of permanent repairs and restoration, upon written request of the Board of Directors in accordance with Section 10.8(a) herein, and if an architect or engineer has been retained by the Board of Director, upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily.

(c) Surplus Funds: If, after payment of all repairs and restoration, there remains any surplus funds, such funds shall be paid to Co-Owners in proportion to their contributions resulting from assessments levied against them pursuant to Section 9.3(b) herein; provided, however, that no Co-Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Board of Directors and shall be part of the general income of the Council of Co-Owners.

Section 9.6. Determination Not to Repair or Restore. If the Dock System is damaged to the extent of eighty (80%) percent of its then replacement cost, the Dock System shall be repaired or restored unless otherwise agreed by all Co-Owners of Units and the holders of mortgage liens affecting at least seventy-five percent (75%) of the Units subject to mortgages, in which event, the Dock System shall be deemed to be owned in common by the Co-Owners, and each Co-Owner shall own that percentage of the undivided interest in common as he previously owned in the Common Elements. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Co-Owner of the Property; and the Property shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Co-Owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.

Section 9.7. Certificates. The trustee, if appointed, may rely on the following certifications:

(a) By the Board of Directors: The Board of Directors shall certify to the trustee, if appointed, in writing as to the following matters:

(1) Whether or not damaged or destroyed property is to be repaired or restored.

(2) In the opinion of the Board of Directors the cost of repair or restoration may exceed One Hundred Thousand Dollars (\$100,000.00).

(3) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

(b) By Attorneys: The Board of Directors shall furnish the trustee, if appointed, in the event that any payments are to be made to owners or mortgagees, with an Attorney's Certificate of Title or Title Insurance Policy based on a search of the land

records from the date of the recording of the original Declaration stating the names of the Co-Owners and the mortgagees.

Section 9.2. Trustee. The Board of Directors shall enter into and keep in force a trust agreement with a bank in the State of South Carolina with trust powers to receive, administer and disburse funds pursuant to this Article IX. Such trust agreement shall incorporate the Master Deed and Bylaws by reference and shall provide that upon termination thereof, all monies or funds held by the trustee shall be turned over only to a successor trustee which shall also be a bank in the State of South Carolina with trust powers designated trustee pursuant to this Article IX. No amendment of the Master Deed or these Bylaws shall be binding on the trustee until the trustee receives notice of such amendment.

ARTICLE X

LIMITATIONS OF LIABILITY; INDEMNIFICATION

Section 10.1. Tort Liability. The Co-Owners and the Council of Co-Owners shall each be deemed to have released and exonerated each other from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of insurance carried by any such party.

Section 10.2. Contracts. No Co-Owner and no director or officer of the Council of Co-Owners shall have any personal liability under any contract made by any of them on behalf of the Council of Co-Owners, except for the obligation of Co-Owners to pay Common Charges lawfully assessed.

Section 10.3. Indemnification. The directors and officers of the Council of Co-Owners shall be entitled to indemnification, as provided in Section 33-31-851, Code of Laws of South Carolina, 1976, as amended, (the provisions of which are hereby incorporated by reference and made a part hereof). The Board of Directors may obtain insurance covering such indemnification and the premiums for such insurance shall be a Common Expense.

ARTICLE XI

RECORDS

Section 11.1. Records and Audits. The Declarant and the Council of Co-Owners shall maintain accounting records according to generally accepted accounting practices. Such records shall include (i) a record in chronological order of all receipts and expenditures affecting the property and its administration; (ii) an account for each Unit which shall designate the name and address of each Co-Owner, the amount of each Common Charge, the dates on which the Common Charge comes due, the amounts paid in the account, and the balance due; (iii) a record of the actual cost, irrespective of discounts and allowances, of the maintenance and repair of the Common Elements; and (iv) an accurate account of the current

balance in the reserve for replacement and for emergency repairs. On the written petition of Co-Owners of not less than twenty-five percent (25%) of the Units, a certified audit by an independent certified public accountant shall be made, but not more than once in any consecutive twelve month period; provided the cost of the audit shall be a Common Expense.

Section 13.3. Executive Sessions. Meetings may be held in Executive Session, without giving notice and without the requirement that they be open to the Co-Owners, provided that no action is taken at such sessions requiring the affirmative vote of the meeting.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Notices. All notices to the Council of Co-Owners or the Board of Directors shall be delivered to the office of the Manager, or if there be no Manager, to the office of the Council of Co-Owners, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Co-Owners and to all mortgagees of Units. Except as otherwise provided, all notices to any Co-Owner shall be sent to his address as it appears in the records of the Council of Co-Owners. All notices to mortgagees of Units shall be sent by registered or certified mail, return receipt requested, to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 14.2. Fiscal Year. The Board of Directors shall establish the fiscal year of the Council of Co-Owners.

Section 14.3. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 14.4. Office. The principal office of the Council of Co-Owners shall be on the Property or at such other place as the Board of Directors may from time to time designate.

Section 14.5. Master Deed. The provisions of the Master Deed made by TOLER'S COVE MARINA LIMITED PARTNERSHIP, A South Carolina Limited Partnership (of which these Bylaws are a schedule) as it may be amended or supplemented from time to time, are incorporated herein by reference, as if fully set forth herein, and shall control in the event of any conflict between those provisions and the provisions of these Bylaws.

ARTICLE XV N 362PG217
AMENDMENTS TO BYLAWS

Section 15.1. Amendments to Bylaws. These Bylaws shall be amended only in accordance with the Master Deed and by vote of seventy-five percent (75%) of the Co-Owners, at any meeting of the Council of Co-Owners duly called for such purpose, following written notice to all Co-Owners and to their mortgagees appearing on the records of the Council of Co-Owners, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereof, liability for Common Elements appertaining thereto, the Limited Common Elements appertaining thereto, the liability for Common Expenses appertaining thereto, or the rights to Common Profits appertaining thereto, the number of votes in the Council of Co-Owners appertaining thereto, such amendments shall require the affirmative vote of all of the Co-Owners. Notwithstanding the foregoing, no amendment which diminishes any rights reserved to the Declarant shall be adopted without the consent of the Declarant. No amendment shall be of legal effect until set forth in an amendment to the Master Deed and such amendment is recorded in the Register of Mesne Conveyance Office for Charleston County, South Carolina.

7-DOCK BYLAWS

EXHIBIT D Schedule of Values

TOLERS COVE MARINA T-DOCK COUNCIL OF CO-OWNERS
REGIME ANALYSIS

UNIT #	LINEAR FEET	VALUE	Regime %
T 1	32	3,200	9.316%
T 2	35	3,500	10.189%
T 3	35	3,500	10.189%
T 4	35	3,500	10.189%
T 5	35	3,500	10.189%
T 6	36	3,600	10.480%
T 7	34	3,400	9.898%
T 8	35	2,800	8.151%
T 9	35	2,800	8.151%
T 10	35	2,800	8.151%
TN 11	35	1,750	5.095%
	382	34,350	100.000%

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DREDGING AGREEMENT

THIS DREDGING AGREEMENT (the "Agreement") entered into as of the 13 day of July, 1989, by and between THE YACHT CLUB AT TOLER'S COVE MARINA LIMITED PARTNERSHIP (the "Limited Partnership"), and THE COUNCIL OF UNIT OWNERS OF THE YACHT CLUB AT TOLER'S COVE MARINA HORIZONTAL PROPERTY REGIME (the "Council of Co-Owners").

W I T N E S S E T H:

WHEREAS, the Limited Partnership is the owner of certain real property and dock facilities located at Toler's Cove Marina, and more particularly described as Phases II, III, and IV in the Master Deed for The Yacht Club at Toler's Cove Marina Horizontal Property Regime dated April 7, 1989 and recorded in the RMC Office for Charleston County in Book L-163 at Page 34; and

WHEREAS, the Council of Co-Owners is a representative of the Horizontal Property Regime and Unit Owners of such Regime which, in the aggregate, own certain real estate and dock facilities comprising Phase I, of the Horizontal Property Regime as described in the above referenced Master Deed; and

WHEREAS, the Limited Partnership and the Council of Co-Owners are jointly interested in maintaining the waters adjacent to their respective real properties and dock facilities as navigable waters; and

WHEREAS, the continuation of such adjacent waters as navigable waters requires dredging; and

WHEREAS, the Limited Partnership and the Council of Co-Owners are desirous of entering into a mutual agreement for determining the necessity of, and allocating the costs with respect to, such dredging.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Limited Partnership, its successors or assigns, and Council of Co-Owners agree as follows:

1. For the purposes of this Agreement, the "Dredged Area" shall mean all waters included as a part of Phase I, Phase II, Phase III, or Phase IV of the Horizontal Property Regime as described in the Master Deed hereinabove referred to, together with waters adjacent to any part of any such Phase up to the mean high water mark of surrounding marsh

and also extending to the maintained dredged depth of the adjacent Intercoastal Waterway.

2. In the event either the Limited Partnership, its successors or assigns, or the Council of Co-Owners presents to the other written evidence that the depth of water over any Material Portion (as hereinafter defined) of the Dredged Area is less than five (5') feet at any tide, the Limited Partnership and the Council of Co-Owners shall mutually contract with an acceptable dredging contractor to dredge, at the first reasonable opportunity, such Material Portion, such that the depth of water over and across such Material Portion is, after such dredging, no less than eight (8') feet at any tide. The term Material Portion, for the purposes of this Agreement, shall be defined as any channel used or useful to access any slip, any turning basin, and any other part of the Dredged Area necessary or useful to the owner of any vessel using any part of the real estate or dock facilities owned by the Council of Co-Owners, by any Unit Owner of the Horizontal Property Regime, or by the Limited Partnership, or the guests, invitees, successors, assigns, and licensees of any one of them. In the event the Limited Partnership and the Council of Co-Owners cannot agree on a dredging contractor, the parties shall alternate naming such dredging contractor in each successive dredging operation, with the Limited Partnership choosing the first dredging contractor.

2. Each party shall pay to the dredging contractor, within ten (10) days, the following percentage of all dredging costs incurred under this Agreement within ten (10) days of the receipt by such party of a copy of the invoice for such dredging costs:

Council of Co-Owners	61.10%
Limited Partnership with respect to Phase II	15.10%
Limited Partnership with respect to Phase III	12.00%
Limited Partnership with respect to Phase IV	11.80%

Any party to this Agreement shall have the right, but not the obligation, to pay the percentage share of any party to this Agreement defaulting in payment of such dredging costs, directly to the dredging contractor. In the event any party to this Agreement fails to pay its percentage of all dredging costs incurred under this Agreement, the other party to this Agreement shall have, the right to sue for specific performance and the option of paying such other party's share and bringing an action for contribution, together with interest at fifteen (15%) percent per annum, all costs, and reasonable attorneys fees.

3. Either party to this Agreement may record this Agreement in and for Grant for Johnston County.

4. The Limited Partnership, its successors or assigns, and the Council of Co-Owners shall cooperate in obtaining all permits necessary or desirable for the purpose of such dredging including any permits required by the South Carolina Coastal Council and the United States Army Corp of Engineers.

5. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, provided that the lien for unpaid dredging costs referred to herein shall not be enforceable against any mortgagee or any party hereto who obtains title to property owned by either party to this Agreement and subject to this Agreement, whether by deed in lieu of foreclosure or foreclosure or otherwise, with respect to assessments payable prior to the date title is acquired by such mortgagee.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first hereinabove written.

WITNESSES:

THE YACHT CLUB AT TOLER'S COVE
MARINA LIMITED PARTNERSHIP

BY: [Signature]

Its: GENERAL PARTNER

[Signature]
Elizabeth Russell

THE COUNCIL OF UNIT OWNERS OF
THE YACHT CLUB AT TOLER'S COVE
MARINA HORIZONTAL PROPERTY
REGIME

BY: [Signature]

Its: PRESIDENT

[Signature]
Elizabeth Russell

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

BOOK N 362P6222

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named The Yacht Club at Toler's Cove Marina Limited Partnership, by STUART E. HUSTON, its GENERAL MANAGER, sign, seal and as its act and deed, deliver the within written Dredging Agreement, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

SWORN TO before me this
18th day of July, 1989.

Charlotte Russell
Notary Public for South Carolina
My Commission Expires: 1/3/94

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named The Council of Unit Owners of The Yacht Club at Toler's Cove Marina Horizontal Property Regime, by STUART E. HUSTON, its PRESIDENT, sign, seal, and as its act and deed, deliver the within written Dredging Agreement, and that (s)he with the other above-subscribed witness witnessed the execution thereof.

SWORN TO before me this
18th day of July, 1989.

Charlotte Russell
Notary Public for South Carolina
My Commission Expires: 1/3/94

J. EYAN McCANTS
ATTORNEY AT LAW
782 JOHNNIE DODDS BLVD.
P. O. BOX 2025
MT PLEASANT, SC 29465

W3N 36215229

MP
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FILED

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2001 JAN 23 PM 4:10
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Trans VERIFIED
BAC [Signature]
DTG 1-26-01

Recording Fee	66.00
State Fee	—
County Fee	—
Postage	—
TOTAL	66.00 A

RECEIVED FROM RMC
JAN 26 2001
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR