

Turtle Cove Villas II
Horizontal Property Regime



MASTER DEED & BY-LAWS

Exhibit "D"
To Master Deed of
Turtle Cove Villas II Horizontal Property Regime

Table of Percentage Values

Villa # and Building Type	Value	Villa Configuration	Votes and Percentage Value of Ownership of Common Elements	
			PHASE ONE	PHASE TWO
Building 1, Type A (PHASE ONE)				
5501	\$170,000.00	3	3.20%	1.80%
5502	\$150,000.00	2	2.82%	1.59%
5503	\$150,000.00	2	2.82%	1.59%
5504	\$130,000.00	1	2.43%	1.37%
Building 2, Type C (PHASE ONE)				
5505	\$150,000.00	2	2.82%	1.59%
5506	\$130,000.00	1	2.44%	1.37%
5507	\$150,000.00	2	2.82%	1.59%
5508	\$150,000.00	2	2.82%	1.59%
5509	\$150,000.00	2	2.82%	1.59%
5510	\$150,000.00	2	2.82%	1.59%
5511	\$150,000.00	2	2.82%	1.59%
5512	\$130,000.00	1	2.43%	1.37%
Building 3, Type A (PHASE ONE)				
5513	\$170,000.00	3	3.20%	1.80%
5514	\$150,000.00	2	2.82%	1.59%
5515	\$150,000.00	2	2.82%	1.59%
5516	\$130,000.00	1	2.44%	1.37%
Building 4, Type A (PHASE ONE)				
5517	\$170,000.00	3	3.20%	1.80%
5518	\$150,000.00	2	2.82%	1.59%
5519	\$150,000.00	2	2.82%	1.59%
5520	\$130,000.00	1	2.44%	1.37%
Building 5, Type A (PHASE ONE)				
5521	\$170,000.00	3	3.20%	1.80%
5522	\$150,000.00	2	2.82%	1.59%
5523	\$150,000.00	2	2.82%	1.59%
5524	\$130,000.00	1	2.44%	1.37%

Villa # and Building Type	Value	Villa Configuration	PHASE ONE	PHASE TWO
Building 6, Type A (PHASE ONE)				
5525	\$170,000.00	3	3.20%	1.80%
5526	\$150,000.00	2	2.82%	1.59%
5527	\$150,000.00	2	2.82%	1.59%
5528	\$130,000.00	1	2.44%	1.37%
Building 7, Type C (PHASE ONE)				
5529	\$150,000.00	2	2.82%	1.59%
5530	\$130,000.00	1	2.44%	1.37%
5531	\$150,000.00	2	2.82%	1.59%
5532	\$150,000.00	2	2.82%	1.59%
5533	\$150,000.00	2	2.82%	1.59%
5534	\$150,000.00	2	2.82%	1.59%
5535	\$150,000.00	2	2.82%	1.59%
5536	\$130,000.00	1	2.44%	1.37%
Utility/Storage Unit	\$ 1,000.00		0.02%	0.01%
TOTAL PHASE ONE	<u>\$5,321,000.00</u>		<u>100.00%</u>	

Building 8, Type C (PHASE TWO)				
5537	\$150,000.00	2		1.59%
5538	\$130,000.00	1		1.38%
5539	\$150,000.00	2		1.59%
5540	\$150,000.00	2		1.59%
5541	\$150,000.00	2		1.59%
5542	\$150,000.00	2		1.59%
5543	\$150,000.00	2		1.59%
5544	\$130,000.00	1		1.38%
Building 9, Type A (PHASE TWO)				
5545	\$170,000.00	3		1.80%
5546	\$150,000.00	2		1.59%
5547	\$150,000.00	2		1.59%
5548	\$130,000.00	1		1.38%
Building 10, Type A (PHASE TWO)				
5549	\$170,000.00	3		1.80%
5550	\$150,000.00	2		1.59%
5551	\$150,000.00	2		1.59%
5552	\$130,000.00	1		1.38%

Villa # and Building Type Building 11, Type A	Value	Villa	PHASE	PHASE
(PHASE TWO)				
5553	\$170,000.00	3		1.80%
5554	\$150,000.00	2		1.59%
5555	\$150,000.00	2		1.59%
5556	\$130,000.00	1		1.38%
Building 12, Type C (PHASE TWO)				
5557	\$150,000.00	2		1.59%
5558	\$130,000.00	1		1.38%
5559	\$150,000.00	2		1.59%
5560	\$150,000.00	2		1.59%
5561	\$150,000.00	2		1.59%
5562	\$150,000.00	2		1.59%
5563	\$150,000.00	2		1.59%
5564	\$130,000.00	1		1.38%
TOTAL PHASES				
ONE and TWO	<u>\$9,441,000.00</u>			<u>100.00%</u>

The above figures are adjusted by rounding. Actual ownership interest represents the value of the individual Villa or Utility/Storage Unit with relation to the value of the whole Property.

H137/d

STATE OF SOUTH CAROLINA)
) CERTIFICATE
) OF
COUNTY OF CHARLESTON) AMENDMENT TO BY-LAWS

THIS is certification that the By-laws of TURTLE COVE VILLAS II COUNCIL OF CO-OWNERS of record in the RMC Office for Charleston County in Book X-154, Page ~~329~~, have been amended in accordance with and pursuant to the provisions for amending the By-Laws in the following particulars, to wit: 303

1. Article V, Section 5.12 shall be amended so that after amendment it shall read as follows:

5.12 Working Capital. Upon the conveyance of a Villa in Turtle Cove Villas II Horizontal Property Regime, the Purchaser shall pay to the Council of Co-Owners a sum equal to one-half of one percent of the purchase price as working capital. Such sums are separate and distinct from annual assessments and shall not be considered advance payment of such assessments. Such working capital must be collected from each Owner upon his initial purchase of a Villa and must be transferred to the Council at the time of the closing of such transaction.

2. All other provisions of the By-Laws shall remain in full force and effect.

WITNESS the hand and seal of the Secretary of Turtle Cove Villas II Council of Co-Owners this 14th day of August, 2000.

WITNESSES:

TURTLE COVE VILLAS II
COUNCIL OF CO-OWNERS

Karen R. Martin
Julie J. Maronville

✓ By: Ray Graham
Its: President

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of August, 2000, by Turtle Cove Villas II Council of Co-Owners, by Ray Graham, its Secretary. President

Julie J. Maronville
Notary Public for
My Commission Expires: 12-17-06

RETURN TO: *Mh*
Krawcheck & Davidson, L.L.C.
9 State Street
Charleston, SC 29401

BK L 353PG332

via
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2000 AUG 21 AM 11:35

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**TURTLE COVE VILLAS II
HORIZONTAL PROPERTY REGIME**

MASTER DEED & BY-LAWS

TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

MASTER DEED

FIRST SUPPLEMENTAL MASTER DEED

BY-LAWS

AMENDMENTS

FLOOR PLANS & MISC

MASTER DEED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

MASTER DEED of TURTLE COVE VILLAS II
 HORIZONTAL PROPERTY REGIME

THIS MASTER DEED is made by KIAWAH ISLAND COMPANY LIMITED (subsequently referred to as Grantor), a corporation duly organized and existing under the laws of the Territory of the British Virgin Islands, pursuant to the Horizontal Property Act of South Carolina (Act) for the purpose of creating a horizontal property regime and establishing certain easements, covenants, and restrictions to run with the land submitted to the horizontal property regime.

ARTICLE I
 NAME

Section 1.01 Name. The name of the horizontal property regime hereby established shall be Turtle Cove Villas II Horizontal Property Regime (Regime).

ARTICLE II
 THE PROPERTY

Section 2.01 Property. The term Property means and includes the Land described in Section 2.02 below (and shall include the additional phase when subjected to this Master Deed) and all improvements and structures now existing or subsequently placed on the Land and all easements, rights, and appurtenances belonging thereto.

Section 2.02 Land. The term Land means and includes the land owned in fee simple absolute by Grantor and hereby submitted to a horizontal property regime and is the property described in Exhibit "A-1" attached hereto and incorporated herein by reference.

Section 2.03. Land for Phase Two. The land on which proposed PHASE TWO of the Regime may be built and incorporated into Turtle Cove Villas II Horizontal Property Regime pursuant to the provisions contained in this Master Deed is described in Exhibit "A-2" attached hereto and incorporated herein by reference.

Section 2.04. Extent of Land. Nothing contained in this Master Deed imposes, nor should be interpreted to impose any restriction, condition, limitation, easement or commitment to construct improvements on any land or subject any land to this Master Deed, other than that described in Section 2.02 hereinabove, and such additional land and improvements as may by written supplemental declaration annex an additional phase into the Regime pursuant to Article III hereof.

ARTICLE III
 ADDITIONAL PHASE

Section 3.01 Additional Phase. Grantor hereby reserves to itself, its

successors and assigns, the right to develop one additional phase of this project on the land described in Section 2.03 hereof, and to include such additional phase as a portion of the Turtle Cove Villas II Horizontal Property Regime according to the following general description of the plan of development.

Section 3.02 General Description of Additional Phases. The Grantor may develop one additional phase as a portion of the Regime. Such phase, if developed, shall be constructed on the property described in Section 2.03 hereof.

PHASE TWO will consist of five (5) buildings, three Type A Buildings and two Type C Buildings. The buildings will contain a total of twenty eight (28) residential apartments (Villas) and appurtenant parking area and landscaping.

Section 3.03 Filing Date of Election To Proceed With Future Phases. Grantor shall elect to commence all or any part of the development of future phases as a part of the Regime on or before December 31, 1989. Should Grantor elect to proceed with all or any part of the development of the future phase as a part of the Regime, it shall indicate such election by filing, prior to December 31, 1989 ("Filing Date") a written declaration containing the information prescribed in Section 3.04. Should Grantor elect not to proceed with all or any part of the future phase as a part of the Regime, it may indicate such irrevocable election by filing, prior to December 31, 1989, a written declaration containing the information prescribed in Section 3.05 hereof. The failure of Grantor to file, prior to the Filing Date, either declaration specified in this Article III will constitute an irrevocable decision not to develop such phase(s) as part of the Regime. Failure to file either declaration shall in no way affect any provisions, conditions, restrictions, rights, duties or privileges, expressed or implied in the Master Deed and retained by or for the benefit of Grantor, its successors and assigns, or the Co-owners, their respective heirs, successors and assigns.

Section 3.04 Declaration Of Election To Proceed With Future Phase. The declaration of Grantor's election to proceed with the development of all or any part of the future phase as part of the Regime shall include a statement from Grantor specifying the phase developed, and a general description of the number and type of apartments included in such future phase of development. In addition, such declaration shall incorporate an amendment to this Master Deed, which amendment shall identify the property submitted to the Regime and include all information required by the Act effective at such time as such amendment may be filed to be included within a Master Deed.

Section 3.05 Election Not To Proceed With Future Phase. The declaration of Grantor's election not to proceed with the development of all or any part of the future phase shall be substantially in the following form:

Ex Parte Grantor in Re: Turtle Cove Villas II
Horizontal Property Regime

Pursuant to the Master Deed establishing Turtle Cove Villas II Horizontal Property Regime, recorded in the R.M.C. Office, Charleston County, and subject to all the provisions, conditions, restrictions, rights, duties, and privileges contained therein, Grantor being the sole owner, as Grantor under said Master Deed or successor in title to said Grantor, of fee simple title to land described in Section 2.03 of such Master Deed, does hereby declare the irrevocable decision of Grantor, its successors and assigns, not to develop PHASE TWO of Turtle Cove Villas II Horizontal Property Regime or any part thereof. This declaration shall in no way affect any provisions, restrictions, conditions, rights, duties, or privileges, expressed or implied in the Master Deed and retained by or for the benefit of either Grantor, its successors and assigns, Turtle Cove Villas II Horizontal Property Regime, its successors and assigns, or the Co-owners, their respective heirs, successors, and assigns.

This _____ day of _____, 19 _____. (SEAL)

Section 3.06 Recording of Declaration. Any declaration filed pursuant to Section 3.04 or 3.05 above shall be deemed ineffectual until it is properly executed and filed in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, and it shall be indexed in the grantor index under the name of said Grantor or its successor in title (if any).

Section 3.07 Future Phases. Grantor makes the following stipulations regarding development of the above-mentioned future phases:

- a) A general description of the additional phases and the nature and proposed use of additional common elements contained in such additional phases is described in Section 3.02 hereof and in Article IV hereof;
- b) The owners of apartments in any future phase(s) will be members of the Council (as defined in Section 5.03) and by acceptance of their deeds will agree to comply with the by-laws, and the administrative rules and regulations adopted pursuant thereto by said Council; and
- c) The development of any future phase will affect the percentage interest each owner of a Villa or Utility/Storage Unit in the present Regime enjoys in the Common Elements as shown in Exhibit "D" attached hereto and by reference incorporated herein.

ARTICLE IV
VILLAS AND COMMON ELEMENTS

Section 4.01 Buildings and Improvements. Access to the Property is from Green Dolphin Way.

There are seven (7) buildings containing residential apartments (herein "Villas") located on the PHASE ONE Land. The buildings are numbered, for purposes of the Act and this Master Deed as Buildings Number 1 through 7, inclusive. The Utility/Storage Building containing the Utility/Storage Unit

is also contained in PHASE ONE.

The location of the PHASE ONE buildings and other improvements are shown on the plot plan, Exhibit "A", pages 1 through 3, attached hereto and incorporated by reference in this Master Deed (herein "Plot Plan"). Within reasonable construction tolerances, the dimension, area and location of the Villas in the buildings and of the Common Elements affording access to the Villas is shown on the floor plans, pages 1 through 3 of Exhibit "B", attached hereto and incorporated by reference in this Master Deed. The exterior of the PHASE ONE buildings is shown on the elevation plans, labeled Exhibit "C", pages 1 through 7, attached hereto and incorporated by reference in this Master Deed.

The Regime will also contain a Utility/Storage Building, in which building the Utility/Storage Unit will be located. The plans for the Utility/Storage Building and the Utility/Storage Unit contained therein is attached hereto as page 4 of Exhibit "B", and incorporated by reference in this Master Deed.

The Regime consists of two different types of buildings containing residential Villas. Each of the buildings has two floors or levels and is classified according to the kind and number of residential Villas occurring therein. For purposes of this Master Deed and the Act, the buildings are designated as Type "A" and Type "C".

Villa configurations vary according to the location of the Villas within the buildings. Each PHASE ONE Villa configuration is described in Exhibit "H" attached hereto and made a part hereof by reference.

Each Villa is designated according to its configuration on Exhibit "D", pages 1 through 3, attached hereto and by reference incorporated herein.

The locations of the PHASE ONE buildings are shown on the Plot Plan, Exhibit "A", and the buildings are designated according to type on the Plot Plan and on Exhibit "D" hereof.

The total ground area covered by all PHASE ONE buildings, the approximate ground area under each building, including its decks and porches, and the PHASE ONE ground area covered by asphalt paving and the balance of the PHASE ONE land including sidewalks, landscaping and land improvements thereon is shown of the Plot Plan.

The dimensions (within reasonable construction tolerances) of each PHASE ONE building and the location of the exterior stairs providing access to each building and the apartments therein are shown on the floor plans attached to this Master Deed as Exhibit "B".

Each building, including all types, is of wood frame construction on a foundation of a combination of concrete masonry piers and concrete masonry foundation walls. The exterior of each building is of cyprus wood siding. Roofs are of cedar shingles. All buildings have wood beams and wood joists; wood girders; treated wood entrance decks; wood exterior trim, including

lattices; and wood handrails. The exterior of each type building contained in PHASE ONE is shown on the elevation plans labeled Exhibit "C" hereof. Air conditioner condensing units are located on wooden platforms located at the side of each building as shown on the Exhibit "B" floor plans. Bicycle storage areas are located under each building, one of which is assigned to each Villa in Section 4.05 hereof.

The Utility/Storage Building is of wood frame construction on a concrete slab. The exterior of the Utility/Storage Building is of cypress siding and has a roof of cedar shingles. The Utility/Storage Building contains the Utility/Storage Unit and mail receptacles.

Section 4.02 Utility/Storage Unit. The utility/storage unit ("Utility/Storage Unit") is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof as the Utility/Storage Unit.

The Utility/Storage Unit encompasses and includes the space of that portion of the Utility/Storage Building bounded as follows:

- a) by the upper surface of the subfloor;
- b) by the interior surfaces of all wall studs; the unfinished inside surface of door frames; the unfinished, exterior surface of doors leading to and from the Utility/Storage Unit; and
- c) by the lower surface of all ceiling joists.

The Utility/Storage Unit consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface;
- b) all interior paint and finishes, including all floor coverings, and all shelves, cabinets, or other woodwork and trim;
- c) all interior lighting fixtures;
- d) all electric, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Utility/Storage Unit; and
- e) all conduits for wiring serving the Utility/Storage Unit exclusively.

The Utility/Storage Unit does not include the mailing facilities and access thereto located within the Utility/Storage Building.

The Utility/Storage Unit may be used for the storage of linens and other janitorial supplies and for purposes of storing lawn mowers, ladders and such other equipment and supplies as may be desired, but shall not be used for residential purposes.

Section 4.03 Villas. There are thirty six (36) residential apartments known and designated as Villas in PHASE ONE, and each Villa is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof by a four-digit number. The location within the Buildings and the number of each Villa is shown on the Plot Plan,

Exhibit "A", pages 1 through 3, attached hereto and by reference incorporated herein. The graphic description and area of each Villa is shown on the floor plans, Exhibit "B", pages 1 through 3, attached hereto and by reference incorporated herein.

Each Villa is specifically described in Exhibit "H" attached hereto and by reference incorporated herein, and each Villa is generally described hereinbelow.

A Villa encompasses and includes the space of that portion of the building which is designated on Exhibit "A" hereof by a four-digit number and is bounded as follows:

- a) by the upper surface of the subfloor; and
- b) by the interior surfaces of all wall studs; the unfinished inside surface of door and window frames; the unfinished, exterior surface of doors leading to and from the Villa and the interior surface of window and door glass; and
- c) by the lower surface of all ceiling joists.

A Villa consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface,
- b) all interior doors, and all gypsum board,
- c) all window and door screens,
- d) all interior paint and finishes, whether applied to floors, walls, ceilings, cabinets, or other woodwork and trim,
- e) all carpet and underlay, quarry tile, sheet vinyl and underlay, and other floor coverings,
- f) all ceramic tile,
- g) all built-in cabinets and shelves,
- h) all interior lighting fixtures and the bulbs used in exterior lighting fixtures controlled by a switch within the Villa,
- i) all recirculating fans including the fan/light fixture in each bathroom, and their vent and outlet cap,
- j) the heating, ventilation, and air conditioning system (including the condensing units) serving the Villa exclusively,
- k) all electric, telephone, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Villa, which serve the Villa exclusively,
- l) all water, drain, sewer, and vent pipes and all conduits for wiring serving the Villa exclusively,
- m) the following appliances: oven/range with a range hood above, refrigerator/freezer with icemaker, dishwasher, garbage disposal, clothes washer, and clothes dryer,
- n) water heater and plumbing fixtures, and
- o) smoke detectors.

Section 4.04 Common Elements. All portions of the Property not encompassed and included within the Villas and Utility/Storage Units are common elements (Common Elements).

Section 4.05 Limited Common Elements. The Limited Common Elements are those Common Elements which are appurtenant to and reserved for the use of a single Villa or group of Villas to the exclusion of other Villas and Utility/Storage Units as follows:

- a) the surface area and railings of porches, entry decks and stairs, are reserved for use with the Villas from which they are solely directly accessible by normal means, or provide only access thereto,
- b) exterior light fixtures are reserved for use with the Villas having switches to control them,
- c) door and window glass of each Villa or the Utility/Storage Unit, and all screens except window and door screens, and
- d) one storage area located beneath the front of each building is assigned to each Villa according to ascending numerical order of Villa numbers from right to left facing the buildings from the parking area.

Section 4.06 General Common Elements. General Common Elements include the following:

- a) the Land,
- b) pilings, girders, braces, fastenings, framing, subfloors, concrete floors, exterior walls, sheathing, insulation, siding, trim, platforms upon which air conditioning equipment is located, and roofs,
- c) all access decks and balconies (except for those portions of the decks herein declared to be Limited Common Elements), stairs (except those within Villas), roads, driveways and parking areas, sidewalks and walkways, landscaping, landscape lighting, load-bearing and non-load bearing walls, attics, and common mailbox facilities, and
- d) all other portions or parts of the property not described in this Article IV as being included in a Villa or the Utility/Storage Unit, and not described as a Limited Common Element.

Section 4.07 Plot Plan, Floor Plans and Elevation Plans. The Plot Plan showing the location of the Buildings and other improvements for PHASE ONE is attached hereto as pages 1 through 3 of Exhibit "A", and incorporated herein by reference. The floor plans showing the dimensions, area and location of each Villa and the Utility/Storage Unit in PHASE ONE are attached hereto as pages 1 through 4 of Exhibit "B" and incorporated herein by reference. The elevation and section plans showing the dimensions, area and locations of Common Elements affording access to each Villa in PHASE ONE are attached hereto as pages 1 through 7 of Exhibit "C" and incorporated herein by reference.

Section 4.08 Percentage of Ownership. The value of the PHASE ONE Property is \$5,321,000.00 and the value of each Villa and the Utility Storage Unit in PHASE ONE and each Villa for the future phase of development is as set out in pages 1 through 3 of Exhibit "D" attached hereto and incorporated herein by reference. These values are fixed for the sole

purpose of complying with the Act to establish percentage of ownership for purposes of ownership of the Common Elements and liability for Common Expense assessments and voting rights and shall not prevent each Co-owner (as defined in Article V, Section 5.01 hereof) from fixing a different circumstantial value to his Villa or the Utility/Storage Unit in all sorts of acts and contracts.

Section 4.09 Ownership of Common Elements. An undivided ownership interest in the Common Elements is expressed as a percentage based upon the relation of the value of the Villa or the Utility/Storage Unit to the value of the Property in Exhibit "D" attached hereto and by reference incorporated herein, which percentage is appurtenant to each Villa and the Utility/Storage Unit. This undivided interest in the Common Elements shall not be separated from the Villa or the Utility/Storage Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Villa or the Utility/Storage Unit even though the interest is not expressly mentioned or described in the deed or other instrument. Such percentage shall not be altered without the acquiescence of all the Co-owners except upon annexation of additional phases as set forth in said Exhibit "D".

ARTICLE V
SYSTEM OF ADMINISTRATION OF THE REGIME

Section 5.01 Co-owner. The term Co-owner means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination thereof which owns a Villa or the Utility/Storage Unit.

Section 5.02 Voting. On all matters relating to the Regime upon which a vote of the Co-owners is conducted, each Co-owner shall be entitled to cast the number of votes set out in Exhibit "D". The affirmative vote of the Co-owners owning fifty-one per cent or more of the value of the Property shall be required to adopt decisions unless this Master Deed or Bylaws require a different percentage for a particular act or decision.

Section 5.03 Council, Board of Directors, and Manager. Each Co-owner shall be a member of and constitute the Council of Co-owners (Council), an association which shall act by and through a board of directors (Board of Directors) elected by and from the Co-owners. The Council shall employ a management agent (Manager) for the Regime.

The Co-owners (at any time upon the affirmative vote of a majority of the Co-owners) may incorporate the Council in accordance with the Act, and in such event the name of the corporation shall be Turtle Cove Villas II Council of Co-owners unless such name is not available for use by a corporation.

Section 5.04 Bylaws and Regulations. The Council and the administration of the Regime shall be governed by (1) the bylaws (Bylaws), Exhibit "E", attached to this Master Deed and hereby incorporated by reference, and (2) any regulations (Regulations) adopted pursuant to the Bylaws. The Bylaws may be modified or amended in the manner set forth in Article XI of this Master Deed.

ARTICLE VI
COMMON EXPENSES

Section 6.01 Liability of Co-owners. The Co-owners of the Villas and the Utility/Storage Unit are bound to contribute in proportion to their respective interests in the Common Elements set out in Exhibit "D" toward the following expenses (Common Expenses):

- a) those expenses of maintaining, repairing, or replacing the Common Elements as qualified by Article VI, Section 6.04 of the Bylaws;
- b) insurance premiums paid by the Council in accordance with the provisions of this Master Deed and the Bylaws;
- c) indemnification of Board of Directors, members, and Council officers as provided in Article XI, Section 11.04 of the Bylaws, and
- d) any other expense (including contributions to reserve funds) lawfully agreed upon by the Council as necessary to the operation, administration, and preservation of the Regime.

The liability of each Co-owner for the Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Act, this Master Deed, and the Bylaws. No Co-owner may exempt himself from contributing toward the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of his Villa or Utility/Storage Unit.

Section 6.02 Liability of Purchaser. The purchaser of a Villa or the Utility/Storage Unit (other than a purchaser at a foreclosure sale as described in Section 6.04 of this Article) shall be jointly and severally liable with the seller for the latter's pro-rata share of Common Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser as such joint debtor. The Council shall issue to any purchaser upon request a statement of any amounts due by the seller of any Villa or the Utility/Storage Unit, and the purchaser's liability under this paragraph shall be limited to the amount as set forth in the statement.

Section 6.03 Lien on Villa or the Utility/Storage Unit for Unpaid Assessments. All sums assessed but unpaid for the share of the Common Expenses chargeable to any Villa or the Utility/Storage Unit shall constitute a lien on the Villa or the Utility/Storage Unit and, upon the sale of a Villa or the Utility/Storage Unit, shall first be paid out of the sales price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- a) tax liens in favor of any assessing unit for taxes which are past due and unpaid, and
- b) the lien of any first mortgage duly recorded.

This lien may be foreclosed by suit by the Manager or the Board of Directors, acting on behalf of the Council, in like manner as a mortgage of real property. In any such foreclosure the Co-owner shall be required to

pay a reasonable rent for the Villa or the Utility/Storage Unit after the commencement of the foreclosure action, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the rent. The Manager or the Board of Directors, acting on behalf of the Council, shall have power to bid in at any foreclosure sale and to acquire, hold, lease, mortgage, encumber, and convey a Villa or the Utility/Storage Unit.

Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving this lien.

Section 6.04 Foreclosure. Where the mortgagee or other purchaser of a Villa or the Utility/Storage Unit obtains title as a result of the foreclosure of a mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Co-owners chargeable to such Villa or the Utility/Storage Unit accruing after the date of recording such mortgage but prior to the acquisition of title by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Co-owners, including such acquirer and his successors and assigns.

Section 6.05 Records. The Manager or the Board of Directors shall keep, or cause to be kept, a book with a detailed account, in chronological order, of the receipts and expenditures affecting the Property and its operation, administration, and preservation, and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. Both the book and the vouchers accrediting the entries made thereupon shall be available for examination by all the Co-owners at convenient hours on working days.

ARTICLE VII EASEMENTS, COVENANTS, AND RESTRICTIONS

Section 7.01 Use of Property. Each Co-owner shall be entitled to the exclusive ownership and possession of his Villa or the Utility/Storage Unit and may use the Common Elements in accordance with the purposes for which they were intended without hindering or infringing upon the lawful rights of other Co-owners. The Board of Directors shall resolve any question regarding the intended use of the Common Elements.

Section 7.02 Future Easements. The Board of Directors may grant easements for the benefit of the Property, and each Co-owner, by the acceptance of the deed to his Villa or the Utility/Storage Unit, grants to the Board of Directors an irrevocable power of attorney to execute, deliver, and record for and in the name of each Co-owner, such instruments as may be necessary and proper to the granting of such easements.

Section 7.03 Encroachments. If any portion of the Common Elements now encroaches upon any Villa or the Utility/Storage Unit, or if any Villa or the Utility/Storage Unit now encroaches upon any other Villa or the Utility/Storage Unit or upon any portion of the Common Elements, or if any such encroachment shall occur as a result of (a) the settling or shifting of

the land or any improvements, (b) the repair, alteration, construction, or reconstruction of the Common Elements made by or with the consent of the Council, (c) the repair or construction of a Villa or the Utility/Storage Unit following damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for its maintenance.

Section 7.04 Right of Access. The Council shall have the irrevocable right, to be exercised by the Manager or the Board of Directors, to have access to each Villa or the Utility/Storage Unit from time to time during reasonable hours as may be necessary to permit the inspection, maintenance, repair, or replacement of any of the Common Elements or for making emergency repairs necessary to prevent damage to the Property.

Section 7.05 Maintenance of Common Elements. The maintenance, repair, and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in the Act, this Master Deed, and the Bylaws.

Section 7.06 Prohibited Work. A Co-owner shall not make any additions or improvements to, or do any work upon the Common Elements or make any structural alteration of his Villa or the Utility/Storage Unit without first (a) having the plans and specifications of such addition, improvement, work, or alteration approved by the Board of Directors, and (b) depositing with the Board funds deemed sufficient (in the sole discretion of the Board) to defray all costs, including attorney's fees, of modifying this Master Deed, and recording such modification if the Board of Directors determines such to be necessary. The Board of Directors shall not approve any addition or improvement which in the Board's judgment would jeopardize the soundness or safety of the Property or reduce the value of the Property. No change in the exterior appearance of any part of a building shall be allowed unless pursuant to an overall plan adopted by the Board.

Section 7.07 Structural Alterations. Upon two-thirds vote of the Co-owners at a duly called meeting of the Council after submission to the Board of detailed plans and specifications and a fixed price contract for the proposed work, the board may be authorized to make, or have structural alterations made, in the General Common Elements and/or Limited Common Elements; provided, however, that any structural alteration of all or part of the Limited Common Elements shall be uniform.

Section 7.08 Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership. Any covenant to the contrary shall be void.

Section 7.09 Covenants. The Property, except as hereinafter noted, is and shall be subject to the following easements, covenants, restrictions, and encumbrances in addition to those shown on the Plot Plan:

- a) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. dated December 21, 1977, recorded in Deed Book M-114 at Page 407 in the Office of the R.M.C. of

- Charleston County, South Carolina, as amended;
- b) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island, dated December 21, 1977, recorded in Deed Book M-114 at Page 406 in the Office of the R.M.C. of Charleston County, South Carolina, as amended;
 - c) Class "B" Covenants for Multi-Family Residential Areas in Kiawah Island dated February 19, 1976, recorded in Deed Book T-108 at Page 340 in the R.M.C. Office of Charleston County, South Carolina (except that these Covenants shall not apply to the Utility/Storage Unit);
 - d) an easement in favor of Grantor, its agents, independent contractors, invitees, and assigns for entry into and upon and passage over Regime Property for the purpose of facilitating construction and sale of Villas; and
 - e) a non-exclusive easement is reserved in favor of the Grantor and the Kiawah Island Community Association, Inc., their respective successors and assigns, over that area designated on the Plot Plan as "Drainage, Utility, Leisure Trail, and/or Pedestrian Access Easement" and over Turtle Cove Lane for purposes using existing paths of the Regime or construction and maintenance of pedestrian and bicycle leisure trails and utility service and maintenance vehicle passage.

ARTICLE VIII
LIENS

Section 8.01 Attachment. No lien arising subsequent to the recording of this Master Deed while the Property remains subject to the Act shall be effective against the Property. During such period liens or encumbrances shall arise or be created only against each Villa or the Utility/Storage Unit and its appurtenant undivided interest in the Common Elements in the same manner and under the same conditions and in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership; provided, that no labor performed or materials furnished with the consent or at the request of a Co-owner, his agent, contractor, or subcontractor shall be the basis for the filing of a mechanic's or materialman's lien against the Villa or the Utility/Storage Unit or any other property of any other Co-owner not expressly consenting to or requesting the same, except that such express consent shall be deemed to be given by each and every Co-owner should the need for emergency repairs arise. Labor performed or materials furnished for the Common Elements, if duly authorized by the Council, the Manager, or the Board of Directors in accordance with the Act, this Master Deed, or the Bylaws, shall be deemed to be performed or furnished with the express consent of each Co-owner, and shall be the basis for the filing of a mechanic's or materialman's lien against each of the Villas and may be discharged as provided in Section 8.02 of this Article.

Section 8.02 Discharge. In the event a lien against two or more Villas becomes effective, the respective Co-owners may remove their Villa or the Utility/Storage Unit from the lien by payment of a percentage of the secured debt or charge equal to their percentage undivided interest in the

Common Elements. Upon payment, discharge, or other satisfaction, the Villa or the Utility/Storage Unit and its undivided interest in the Common Element shall be free and clear of the lien. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Villa or the Utility/Storage Unit and its appurtenant undivided interest in the Common Elements not so paid, satisfied, or discharged.

Section 8.03 Taxes. Taxes, assessments, and other charges of this State, of any political subdivision, of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each Villa or the Utility/Storage Unit, which shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the buildings or Property as a whole. No forfeiture or sale of the buildings or Property as a whole for delinquent taxes, assessments, or charges shall ever divest or in anywise affect the title to an individual Villa or the Utility/Storage Unit so long as taxes, assessments, and charges on the Villa or the Utility/Storage Unit are currently paid.

ARTICLE IX INSURANCE

The Council shall insure the Property against flood, fire, liability, windstorm and all other risks as are customarily insured against with respect to buildings and improvements similar to the buildings and improvements on the Land.

The contribution of Co-owners toward the expense of the premium for such insurance may be collected as an assessment, in addition to other assessments, in such installments as the Board of Directors may elect but not less frequent than yearly. The Council shall insure the Property against risks, without prejudice to the right of each Co-owner to insure his Villa or Utility/Storage Unit on his own account for his own benefit.

ARTICLE X RECONSTRUCTION

Section 10.01 When Required. In case of fire or any other disaster, the indemnity from any insurance obtained by the Council shall, except as hereinafter provided, be applied to reconstruct the Property, but reconstruction shall not be compulsory where two-thirds or more of the Property is in need of reconstruction. In the latter situation, the Board of Directors shall promptly call a special meeting of the Council to determine whether the Property shall be reconstructed, and reconstruction shall take place only upon the unanimous vote of the Co-owners. In the event that the Co-owners determine not to reconstruct the Property, (a) the Secretary shall execute and record, in the same manner as this Master Deed, a certificate evidencing such decision, and (b) the indemnity shall be delivered pro-rata to the Co-owners entitled to it in accordance with the provisions made in the Bylaws in a check jointly payable to each Co-owner and any applicable mortgagee of the Villa. Any reconstruction shall be carried out as provided in the Bylaws.

Section 10.02 Costs. When the Property is not insured or when the insurance indemnity is insufficient to cover the cost of reconstruction, the rebuilding costs shall be paid as provided in the Bylaws unless decided otherwise by unanimous resolution adopted subsequent to the date on which the fire or other disaster occurred.

ARTICLE XI
AMENDMENTS

Section 11.01 Master Deed. This Master Deed may be amended only by written agreement of the Co-owners owning two-thirds of the value of the Property. In no event may the Master Deed be amended so as to deprive the Grantor of any rights granted herein. The provisions of this paragraph shall not be construed as a limitation on the Grantor's rights to file supplemental declarations referred to in Article III hereof to implement additional phase(s) of the Regime. The Grantor reserves the right to make corrective amendments to the Master Deed without the vote or consent of Co-owners or their mortgagees.

Section 11.02 Bylaws. The Bylaws may be amended by the affirmative vote of the Co-owners owning two-thirds of the value of the Property. The Grantor reserves the right to make corrective amendments thereto without the vote or consent of co-owners or their mortgagees.

Section 11.03 Recording. No amendment to this Master Deed or the Bylaws shall be effective unless and until recorded in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina, as required by the Act.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Application. All Co-owners, tenants of Co-owners, employees of Co-owners and tenants, or any other persons that may in any manner use the Property or any part thereof shall be subject to the Act, this Master Deed, the Bylaws, and the Regulations. The easements, covenants, restrictions, and conditions in this Master Deed run with the Property and bind and inure to the benefit of any person having an interest in the Property.

Section 12.02 Compliance. Each Co-owner shall comply strictly with the Bylaws, with the Regulations, and with the covenants, conditions, and restrictions set forth or referred to in this Master Deed or in the deed to his Villa or the Utility/Storage Unit. Failure to comply shall be grounds for a civil action to recover sums due for damages or injunctive relief or both, maintainable by the Manager or the Board of Directors on behalf of the Council or, in a proper case, by an aggrieved Co-owner.

Section 12.03 Waiver. No provision of this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may have occurred.

Section 12.04 Conflicts. In the event that any of the provisions of this Master Deed conflict with the provisions of the Act, the Act shall control.

Section 12.05 Regulatory Documents. The Regime shall be administered in accordance with the Master Deed, Bylaws of the Council and such other regulations as may from time to time be promulgated by the Council and/or Board.

Section 12.06 Actual Location Controls. In interpreting any and all provisions of this instrument, the exhibits attached hereto, and subsequent deeds and mortgages to individual Villas and the Utility/Storage Units, the actual location of the Villa or the Utility/Storage Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on exhibits attached hereto. To the extent that such minor variations in location of the Villa or the Utility/Storage Unit shall exist, a valid easement therefor, and for the maintenance thereof, does and shall exist.

Section 12.07 Severability. The provisions of this Master Deed are severable, and the invalidity of one or more shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder.

Section 12.08 Captions. Captions are inserted in this Master Deed only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed or any provision of it.

Section 12.09 Gender and Number. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

Section 12.10 Termination. All the Co-owners or the sole Co-owner of the Property may waive the Regime and regroup or merge the records of the Villas with the Common Elements, provided that the Villas are unencumbered or, if encumbered, that the creditors on whose behalf the encumbrances are recorded agree to accept as security the debtors' undivided ownership interest in the Property.

Section 12.11 Acceptance of Deed to a Villa or the Utility/Storage Unit. The acceptance of a deed of conveyance, the entering into of a lease, or any other occupancy or use of a Villa or the Utility/Storage Unit shall constitute (a) an acceptance and ratification of the provisions of the Master Deed by such Co-owner, tenant, or occupant, and (b) an acknowledgement by the Co-owner, tenant, or occupant that the Grantor makes no implied or express warranties relating to the Villa or the the Utility/Storage Unit or to Common Elements except for such warranties as are contained in the deed conveying the same.

Section 12.12 Assignment of Warranties. All contractual warranties running in favor of the Grantor in connection with the construction of the

building and the installation of material, equipment, and appliances therein, shall accrue to the benefit of and are hereby assigned to the respective Co-owners or the Council as appropriate.



Section 12.13 Rights of Grantor. Grantor shall have no legal rights and obligations vis-a-vis the Regime except (a) in its capacity as Manager of the Regime so long as the Grantor is the Manager of the Regime, (b) in its capacity as Co-owner of a Villa or the Utility/Storage Unit, and (c) the rights and obligations set out in the prior covenants listed in Article VII, Section 7.09 of this Master Deed.

Section 12.14 Controlling Law. This Master Deed and the bylaws attached hereto shall be construed under and controlled by the laws of the State of South Carolina.

IN WITNESS WHEREOF, KIAWAH ISLAND COMPANY LIMITED has caused these presents to be executed in its name by its duly authorized officer(s) and has caused its corporate seal to be hereto affixed this 12th day of June, 1986.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND COMPANY LIMITED


Charles F. Daoust, Senior Vice President


Michael S. Lane, Vice President Finance

H137/b

3K X154 PG319

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me Susan D. Groome, who, on oath, says that (s)he saw the corporate seal of KIAWAH ISLAND COMPANY LIMITED affixed to the foregoing Master Deed of Turtle Cove Villas II Horizontal Property Regime and that (s)he saw the within named KIAWAH ISLAND COMPANY LIMITED by Charles F. Daoust, Senior Vice President, and Michael S. Lane, Vice President Finance, sign and attest the same, and that (s)he with Brenda L. Larson witnessed the execution and delivery thereof, as the act and deed of the said Corporation.

Susan D. Groome

SWORN to before me this

12th day of June, 1986.

Susan A. Metzger (L.S.)
Notary Public for South Carolina
My Commission Expires: 9/23/90

H137/b

RETURN TO
THOMAS G. BUIST
P. O. BOX 516
CHARLESTON, SC 29402

DM

3K X154PG363

Master deed 60.51
chat 1-00

FILED, INDEXED & RECORDED

X154-303

1986 JUN 17 PM 4:32 LP

REGISTER OF DEEDS
CHARLESTON COUNTY, S.C.

TMS VERIFIED
BAC 711
DTD 6-20-86
264-0500-145

196,147
150th 184

Recorded this 17th day of June 1986
On Property Record Card

Pauline S. Hoyer

Auditor Charleston County.

EXHIBIT "A-1"
To
MASTER DEED OF TURTLE COVE VILLAS II
HORIZONTAL PROPERTY REGIME

Parcel A

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, shown and designated as "Parcel A" containing 2.544 acres on that certain plat entitled "A Plat of Turtle Cove Villas, Tract II, Parcels A and B, and Turtle Cove Lane", made by Southeastern Surveying Inc., Surveyors, dated June 12, 1985, with most recent revision date of April 8, 1986, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BH, at pages 173-175 inclusive, said property having such location, size, shape, metes, bounds, buttings, and dimensions as will by reference to said plat more fully appear, and is more particularly described according to said plat as follows:

Commencing at a point marked by a concrete monument on the southeastern right-of-way line of the Kiawah Island Parkway at the intersection thereof with the southwestern right-of-way line of Green Dolphin Way, which said point has state plane coordinates of N282,985.419, E2,279,674.839, said point being the POINT OF BEGINNING; thence running 23.56 feet along the arc of a curved line concave to the south having a radius of 15.00 feet and a chord bearing of S82°58'39"E to a point marked by a concrete monument on the southwestern right-of-way line of Green Dolphin Way; thence running along the southwestern right-of-way line of Green Dolphin Way S37°58'39"E 145.00 feet to a point marked by a concrete monument; thence continuing running along the southwestern right-of-way line of Green Dolphin Way S33°02'07"E 52.23 feet to a point marked by a concrete monument; thence continuing running 17.51 feet along the arc of a curved line concave to the northeast having a radius of 515.45 feet and a chord bearing of S38°57'03"E to a point marked by a concrete monument; thence running along the western right-of-way line of Turtle Cove Lane 25.67 feet along the arc of a curved line concave to the west having a radius of 15.00 feet and a chord bearing of S09°06'34"W to a point marked by a concrete monument; thence continuing running along the northwestern right-of-way line of Turtle Cove Lane 17.53 feet along the arc of a curved line concave to the northwest having a radius of 133.39 feet and a chord bearing of S61°54'30"W to a point marked by a concrete monument; thence continuing running along the northwestern right-of-way line of Turtle Cove Lane S65°38'33"W 12.79 feet to a point marked by a concrete monument; thence continuing running along the northwestern right-of-way line of Turtle Cove Lane 72.81 feet along the arc of a curved line concave to the southeast having a radius of 157.26 feet and a chord bearing of S52°24'34"W to a point marked by a concrete monument; thence cornering and running along the southwestern right-of-way line of Turtle Cove Lane S50°51'17"E 30.00 feet to a point marked by a concrete monument; thence cornering and running S46°00'53"W 160.25 feet to a point marked by a concrete monument; thence cornering and running N56°23'10"W 35.00 feet to a point marked by a concrete monument; thence running N60°06'55"W 64.38 feet to a point marked by a

concrete monument; thence running S87°59'28"W 123.44 feet to a point marked by a concrete monument; thence running S18°44'53"W 55.07 feet to a point marked by a concrete monument; thence running S70°56'27"W 41.23 feet to a point marked by a concrete monument; thence running N71°15'08"W 60.02 feet to a point marked by a concrete monument; thence running N42°36'16"W 86.08 feet to a point on the southwestern right-of-way line of the Kiawah Island Parkway marked by a concrete monument, said point having state plane coordinates of N282,665.150, E2,279,264.583; thence running along said southeastern right-of-way line of the Kiawah Island Parkway N52°01'21"E 520.47 feet to a point marked by a concrete monument, said point being the POINT OF BEGINNING, be all the said dimensions a little more or less.

ALSO

Parcel B

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, shown and designated as "Parcel B" containing 1.525 acres on that certain plat entitled "A Plat of Turtle Cove Villas, Tract II, Parcels A and B, and Turtle Cove Lane", made by Southeastern Surveying Inc., Surveyors, dated June 12, 1985, with most recent revision date of April 8, 1986, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BH, at pages 173-175 inclusive, said property having such location, size, shape, metes, bounds, buttings, and dimensions as will by reference to said plat more fully appear, and is more particularly described according to said plat as follows:

To locate the point of beginning, commence at a point marked by a concrete monument on the southeastern right-of-way line of the Kiawah Island Parkway at the intersection thereof with the southwestern right-of-way line of Green Dolphin Way, which said point has state plane coordinates of N282,985.419, E2,279,674.839; thence running along the southwestern right-of-way line of Green Dolphin Way 23.56 feet along the arc of a curved line concave to the south having a radius of 15.00 feet and a chord bearing of S82°58'39"E to a point marked by a concrete monument; thence running along the southwestern right-of-way line of Green Dolphin Way S37°58'39"E 145.00 feet to a point marked by a concrete monument; thence continuing running along the southwestern right-of-way line of Green Dolphin Way S33°02'07"E 52.23 feet to a point marked by a concrete monument; thence continuing running along said right-of-way line 17.51 feet along the arc of a curved line concave to the northeast having a radius of 515.45 feet and a chord bearing of S38°57'03"E to a point marked by a concrete monument, said point having state plane coordinates of N282,881.12316, E2,279,824.60221; thence running along the southern right-of-way of Green Dolphin Way 88.86 feet along the arc of a curved line concave to the northeast having a radius of 515.45 feet and a chord bearing of S44°51'45"E to a point marked by a concrete monument, said point being the POINT OF BEGINNING; thence continuing running along said right-of-way line S75°01'49"E 87.50 feet to a point marked by a concrete monument, said point having state plane coordinates of N282,621.36720, E2,280,171.28252; thence running S02°47'02"W 62.84 feet to a

point marked by a concrete monument; thence running N69°11'58"W 97.51 feet to a point marked by a concrete monument; thence running S52°23'38"W 97.28 feet to a point marked by a concrete monument; thence running N70°59'51"W 69.68 feet to a point marked by a concrete monument; thence running S76°24'04"W 167.92 feet to a point marked by a concrete monument; thence running N56°23'10"W 151.58 feet to a point marked by a concrete monument; thence running N46°00'53"E 160.25 feet to a point marked by a concrete monument; thence running S50°51'17"E 30.00 feet to a point marked by a concrete monument; thence running 45.03 feet along the arc of a curved line concave to the southeast having a radius of 97.26 feet and a chord bearing of N52°24'34"E to a point marked by a concrete monument; thence running N65°38'33"E 12.79 feet to a point marked by a concrete monument; thence running 44.52 feet along the arc of a curved line concave to the northwest having a radius of 193.39 feet and a chord bearing of N59°04'42"E to a point marked by a concrete monument; thence running 20.35 feet along the arc of a curved line concave to the south having a radius of 15.00 feet and a chord bearing of S88°39'33"E to a point marked by a concrete monument, said point being the POINT OF BEGINNING, be all the said dimensions a little more or less.

ALSO

Turtle Cove Lane

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, shown and designated as Turtle Cove Lane containing 0.164 acres, on that certain plat entitled "A Plat of Turtle Cove Villas, Tract II, Parcels A and B, and Turtle Cove Lane", made by Southeastern Surveying Inc., Surveyors, dated June 12, 1985, with most recent revision date of April 8, 1986, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BH, at pages 173-175 inclusive, said property having such location, size, shape, metes, bounds, buttings, and dimensions as will by reference to said plat more fully appear, and is more particularly described according to said plat as follows:

To locate the point of beginning, commence at a point marked by a concrete monument on the southeastern right-of-way line of the Kiawah Island Parkway at the intersection thereof with the southwestern right-of-way line of Green Dolphin Way, which said point has state plane coordinates of N282,985.419, E2,279,674.839; thence running along the southwestern right-of-way line of Green Dolphin Way 23.56 feet along the arc of a curved line concave to the south having a radius of 15.00 feet and a chord bearing of S82°58'39"E to a point marked by a concrete monument; thence continuing running along the southwestern right-of-way line of Green Dolphin Way S37°58'39"E 145.00 feet to a point marked by a concrete monument; thence continuing running along the southwestern right-of-way line of Green Dolphin Way S33°02'07"E 52.23 feet to a point marked by a concrete monument; thence continuing running 17.51 feet along the arc of a curved line concave to the northeast having a radius of 515.45 feet and a chord bearing of S38°57'03"E to a point marked by a concrete monument; said point being the POINT OF BEGINNING; thence

running along the southwestern right-of-way line of Green Dolphin Way 88.86 feet along the arc of a curved line concave to the northeast having a radius of 515.45 feet and a chord bearing of S44°51'45"E to a point marked by a concrete monument; thence running 20.35 feet along the arc of a curved line concave to the south having a radius of 15.00 feet and a chord bearing of N88°39'33"W to a point marked by a concrete monument; thence running 44.52 feet along the arc of a curved line concave to the northwest having a radius of 193.39 feet and a chord bearing of S59°04'42"W to a point marked by a concrete monument; thence running S65°38'33"W 12.79 feet to a point marked by a concrete monument; thence running 45.03 feet along the arc of a curved line concave to the southeast having a radius of 97.26 feet and a chord bearing of S52°24'34"W to a point marked by a concrete monument; thence running N50°51'17"W 60.00 feet to a point marked by a concrete monument; thence running 72.81 feet along the arc of a curved line concave to the southeast having a radius of 157.26 feet and a chord bearing of N52°24'34"E to a point marked by a concrete monument; thence running N65°38'33"E 12.79 feet to a point marked by a concrete monument; thence running along the northwestern right-of-way line of Turtle Cove Lane 17.53 feet along the arc of a curved line concave to the northwest having a radius of 133.39 feet and a chord bearing of N61°54'30"W to a point marked by a concrete monument; thence running 25.67 feet along the arc of a curved line concave to the west having a radius of 15.00 feet and a chord bearing of N09°06'34"E to a point on the southwestern right-of-way line of Green Dolphin Way marked by a concrete monument; said point being the POINT OF BEGINNING, all measurements being a little more or less.

The aforesaid Parcel A, Parcel B, and Turtle Cove Lane are a portion of the property conveyed to the Grantor herein by deed of conveyance of Ronald D. Royal, et. al. dated and recorded February 15, 1974, in Book U103, page 265, in the R.M.C. Office for Charleston County, South Carolina.

EXHIBIT "A-2"
To
MASTER DEED OF TURTLE COVE VILLAS II
HORIZONTAL PROPERTY REGIME

Parcel C

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, shown and designated as "Parcel C" containing 1.300 acres on that certain plat entitled "A Plat of Turtle Cove Villas Tract II Parcels A, B, C, D, & Turtle Cove Lane", made by Gifford, Neilson and Williams, Surveyors, dated September 11, 1984, with most recent revision date of February 26, 1985, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BF, at page 183, (this recording info is not shown on the plat you sent us) said property having such location, size, shape, metes, bounds, buttings, and dimensions as will by reference to said plat more fully appear, and is more particularly described according to said plat as follows:

To locate the point of beginning, commence at a point marked by a concrete monument on the northwestern right-of-way line of Turtle Point Lane at the intersection thereof with the southern right-of-way line of Green Dolphin Way, which said point has state plane coordinates of N282,388.07060, E2,280,766.07104; thence running along the southern right-of-way line of Green Dolphin Way 24.41 feet along the arc of a curved line concave to the southwest having a radius of 15.00 feet and a chord bearing of N09°28'38"W to a point marked by a concrete monument; thence continuing running along said right-of-way line 177.20 feet along the arc of a curved line concave to the southwest having a radius of 958.24 feet and a chord bearing of N61°23'08"W to a point marked by a concrete monument, said point being the POINT OF BEGINNING; thence running S45° 17'11"W 290.63 feet to a point marked by a concrete monument; thence running N42°14'13"W 39.00 feet to a point marked by a concrete monument; thence running N08°32'38"W 112.67 feet to a point marked by a concrete monument; thence running N70°34'31"W 43.47 feet to a point marked by a concrete monument; thence running N36°49'25"W 100.59 feet to a point marked by a concrete monument; thence running N69°11'58"W 94.29 feet to a point marked by a concrete monument; thence running N02°47'02"E 62.84 feet to a point marked by a concrete monument on the southern right-of-way line of Green Dolphin Way and having state plane coordinates of N282,621.36720, E2,280,171,28252; thence running S75°01'49"E 314.78 feet to a point marked by a concrete monument; thence running S75°01'49"E 402.28 feet to a point marked by a concrete monument; thence continuing running along the southern right-of-way of Green Dolphin Way 139.60 feet along the arc of a curved line concave to the southeast having a radius of 958.24 feet and a chord bearing of S70°51'24"E to a point marked by a concrete monument; being the POINT OF BEGINNING, be all the said dimensions a little more or less.

ALSO

Parcel D

Commence at a point marked by a concrete monument on the northwestern right-of-way line of Turtle Point Lane at the intersection thereof with the southern right-of-way line of Green Dolphin Way, said point having state plane coordinates of N282,388.07060, E2,280,766.07104, said point being the point of POINT OF BEGINNING; thence running along the northwestern right-of-way line of Turtle Point Lane S37°08'00"W 287.99 feet to a point marked by a concrete monument; thence continuing running along the northwestern right-of-way line of Turtle Point Lane 116.66 feet along the arc of a curved line concave to the northwest having a radius of 285.82 feet and a chord bearing of S48°49'36"W to a point marked by a concrete monument; thence cornering and running N07°44'02"W 109.95 feet to a point marked by a concrete monument; thence running N42°14'13"W 133.30 feet to a point marked by a concrete monument; thence running N45°17'11"E 290.63 feet to a point on the southern right-of-way line of Green Dolphin Way marked by a concrete monument; thence continuing running along the southern right-of-way line of Green Dolphin Way 177.20 feet along the arc of a curved line concave to the south having a radius of 958.24 feet and a chord bearing of S61°23'08"E to a point marked by a concrete monument; thence continuing running along the southern right-of-way line of Green Dolphin Way 24.41 feet along the arc of a curved line concave to the west having a radius of 15.00 feet and a chord bearing of S09°28'38"E to a point marked by a concrete monument on the western right-of-way line of Turtle Point Lane, said point being the POINT OF BEGINNING, be all the said dimensions a little more or less..

The aforesaid Parcel C and Parcel D are a portion of the property conveyed to the Grantor herein by deed of conveyance of Ronald D. Royal, et. al. dated and recorded February 15, 1974, in Book U103, page 265, in the R.M.C. Office for Charleston County, South Carolina.

H207/f

Exhibit "D"
 To Master Deed of
 Turtle Cove Villas II Horizontal Property Regime

Table of Percentage Values

Votes and Percentage Value
 of Ownership of Common Elements

Villa # and Building Type	Value	Villa Configuration	PHASE ONE	PHASE TWO
Building 1, Type A (PHASE ONE)				
5501	\$170,000.00	3	3.20%	1.80%
5502	\$150,000.00	2	2.82%	1.59%
5503	\$150,000.00	2	2.82%	1.59%
5504	\$130,000.00	1	2.43%	1.37%
Building 2, Type C (PHASE ONE)				
5505	\$150,000.00	2	2.82%	1.59%
5506	\$130,000.00	1	2.44%	1.37%
5507	\$150,000.00	2	2.82%	1.59%
5508	\$150,000.00	2	2.82%	1.59%
5509	\$150,000.00	2	2.82%	1.59%
5510	\$150,000.00	2	2.82%	1.59%
5511	\$150,000.00	2	2.82%	1.59%
5512	\$130,000.00	1	2.43%	1.37%
Building 3, Type A (PHASE ONE)				
5513	\$170,000.00	3	3.20%	1.80%
5514	\$150,000.00	2	2.82%	1.59%
5515	\$150,000.00	2	2.82%	1.59%
5516	\$130,000.00	1	2.44%	1.37%
Building 4, Type A (PHASE ONE)				
5517	\$170,000.00	3	3.20%	1.80%
5518	\$150,000.00	2	2.82%	1.59%
5519	\$150,000.00	2	2.82%	1.59%
5520	\$130,000.00	1	2.44%	1.37%
Building 5, Type A (PHASE ONE)				
5521	\$170,000.00	3	3.20%	1.80%
5522	\$150,000.00	2	2.82%	1.59%
5523	\$150,000.00	2	2.82%	1.59%
5524	\$130,000.00	1	2.44%	1.37%

Villa # and Building Type	Value	Villa Configuration	PHASE ONE	PHASE TWO
Building 6, Type A (PHASE ONE)				
5525	\$170,000.00	3	3.20%	1.80%
5526	\$150,000.00	2	2.82%	1.59%
5527	\$150,000.00	2	2.82%	1.59%
5528	\$130,000.00	1	2.44%	1.37%
Building 7, Type C (PHASE ONE)				
5529	\$150,000.00	2	2.82%	1.59%
5530	\$130,000.00	1	2.44%	1.37%
5531	\$150,000.00	2	2.82%	1.59%
5532	\$150,000.00	2	2.82%	1.59%
5533	\$150,000.00	2	2.82%	1.59%
5534	\$150,000.00	2	2.82%	1.59%
5535	\$150,000.00	2	2.82%	1.59%
5536	\$130,000.00	1	2.44%	1.37%
Utility/Storage Unit	\$ 1,000.00		0.02%	0.01%
TOTAL PHASE ONE	<u>\$5,321,000.00</u>		<u>100.00%</u>	

Building 8, Type C (PHASE TWO)				
5537	\$150,000.00	2		1.59%
5538	\$130,000.00	1		1.38%
5539	\$150,000.00	2		1.59%
5540	\$150,000.00	2		1.59%
5541	\$150,000.00	2		1.59%
5542	\$150,000.00	2		1.59%
5543	\$150,000.00	2		1.59%
5544	\$130,000.00	1		1.38%
Building 9, Type A (PHASE TWO)				
5545	\$170,000.00	3		1.80%
5546	\$150,000.00	2		1.59%
5547	\$150,000.00	2		1.59%
5548	\$130,000.00	1		1.38%
Building 10, Type A (PHASE TWO)				
5549	\$170,000.00	3		1.80%
5550	\$150,000.00	2		1.59%
5551	\$150,000.00	2		1.59%
5552	\$130,000.00	1		1.38%

Villa # and Building Type Building 11, Type A	Value	Villa	PHASE	PHASE
(PHASE TWO)				
5553	\$170,000.00	3		1.80%
5554	\$150,000.00	2		1.59%
5555	\$150,000.00	2		1.59%
5556	\$130,000.00	1		1.38%
Building 12, Type C (PHASE TWO)				
5557	\$150,000.00	2		1.59%
5558	\$130,000.00	1		1.38%
5559	\$150,000.00	2		1.59%
5560	\$150,000.00	2		1.59%
5561	\$150,000.00	2		1.59%
5562	\$150,000.00	2		1.59%
5563	\$150,000.00	2		1.59%
5564	\$130,000.00	1		1.38%
TOTAL PHASES				
ONE and TWO	\$9,441,000.00			100.00%

The above figures are adjusted by rounding. Actual ownership interest represents the value of the individual Villa or Utility/Storage Unit with relation to the value of the whole Property.

H137/d

FIRST SUPPLEMENTAL
MASTER DEED

STATE OF SOUTH CAROLINA)	FIRST SUPPLEMENTAL DECLARATION TO
)	MASTER DEED OF TURTLE COVE VILLAS II
COUNTY OF CHARLESTON)	HORIZONTAL PROPERTY REGIME

WHEREAS, Kiawah Island Company Limited (subsequently referred to as "Grantor"), a corporation duly organized and existing under the laws of the Territory of the British Virgin Islands, is the sole owner of the fee simple title to property located in Charleston County, South Carolina as hereinbelow described, and desires to submit that property as specifically described herein to be a part of Turtle Cove Villas II Horizontal Property Regime as the second phase thereof, and subject said property to the easements, covenants, and restrictions to run with the land as herein contained; and

WHEREAS, Grantor previously established the Turtle Cove Villas II Horizontal Property Regime by execution and recording of a Master Deed dated June 12, 1986, and recorded in the R.M.C. Office for Charleston County, South Carolina, on June 17, 1986, at Book X154, page 303 (subsequently referred to as "Master Deed"); and

WHEREAS, Article III of the Master Deed contains provisions whereby Grantor can elect to submit a second phase to Turtle Cove Villas II Horizontal Property Regime;

NOW THEREFORE, this First Supplemental Declaration to the Master Deed of Turtle Cove Villas II Horizontal Property Regime is made by Grantor pursuant to the Horizontal Property Act of South Carolina (herein the "Act") and the Master Deed for the purpose of submitting the land hereinafter described and all improvements thereon to Turtle Cove Villas II Horizontal Property Regime, subject to the terms, provisions, covenants and restrictions in said Master Deed which has heretofore established Turtle

Cove Villas II Horizontal Property Regime, said restrictions to run with the land submitted to the horizontal property regime.

ARTICLE I
NAME

Section 1.01 Name. The second phase (herein "PHASE TWO") Property as described in Article II hereof shall hereafter be a part of Turtle Cove Villas II Horizontal Property Regime (Regime).

ARTICLE II
THE PROPERTY

Section 2.01 Property and Land. The term Property as used in the Master Deed of Turtle Cove Villas II Horizontal Property Regime shall include the property heretofore subjected to the Master Deed and shall hereafter also mean and include the land herewith subjected to the Master Deed described in Section 2.02 below and all improvements and structures now existing or subsequently placed thereon and all easements, rights and appurtenances belonging thereto.

Section 2.02 Land. The term Land as used in the Master Deed shall include the land heretofore subjected to the Master Deed and shall also hereafter mean and include the land owned in fee simple absolute by Grantor described below which is herein subjected to the Master Deed.

The Land hereby subjected to and made a part of Turtle Cove Villas II Horizontal Property Regime is described as follows:

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, shown and designated as "Parcel C" containing 1.300 acres on that certain plat entitled "A Plat of Turtle Cove Villas Tract II Parcels A, B, C, D, & Turtle Cove Lane", made by Gifford, Neilson and Williams, Surveyors, dated September 11, 1984, with most recent revision date of February 26, 1985, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BF, at page 183 said property having such location, size, shape, metes, bounds, buttings, and dimensions as

will by reference to said plat more fully appear, and is more particularly described according to said plat as follows:

To locate the point of beginning, commence at a point marked by a concrete monument on the northwestern right-of-way line of Turtle Point Lane at the intersection thereof with the southern right-of-way line of Green Dolphin Way, which said point has state plane coordinates of N282,388.07060, E2,280,766.07104; thence running along the southern right-of-way line of Green Dolphin Way 24.41 feet along the arc of a curved line concave to the southwest having a radius of 15.00 feet and a chord bearing of N09°28'38"W to a point marked by a concrete monument; thence continuing running along said right-of-way line 177.20 feet along the arc of a curved line concave to the southwest having a radius of 958.24 feet and a chord bearing of N61°23'08"W to a point marked by a concrete monument, said point being the POINT OF BEGINNING; thence running S45° 17'11"W 290.63 feet to a point marked by a concrete monument; thence running N42°14'13"W 39.00 feet to a point marked by a concrete monument; thence running N08°32'38"W 112.67 feet to a point marked by a concrete monument; thence running N70°34'31W 43.47 feet to a point marked by a concrete monument; thence running N36°49'25"W 100.59 feet to a point marked by a concrete monument; thence running N69°11'58"W 94.29 feet to a point marked by a concrete monument; thence running N02°47'02"E 62.84 feet to a point marked by a concrete monument on the southern right-of-way line of Green Dolphin Way and having state plane coordinates of N282,621.36720, E2,280,171,28252; thence running S75°01'49"E 314.78 feet to a point marked by a concrete monument; thence running S75°01'49"E 402.28 feet to a point marked by a concrete monument; thence continuing running along the southern right-of-way of Green Dolphin Way 139.60 feet along the arc of a curved line concave to the southeast having a radius of 958.24 feet and a chord bearing of S70°51'24"E to a point marked by a concrete monument; being the POINT OF BEGINNING, be all the said dimensions a little more or less.

ALSO

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon or to be constructed thereon, situate, lying and being on Kiawah Island, Charleston County, South Carolina, shown and designated as "Parcel D" containing 1.654 acres on that certain plat entitled "A Plat of Turtle Cove Villas Tract II Parcels A, B, C, D, & Turtle Cove Lane", made by Gifford, Neilson and Williams, Surveyors, dated September 11, 1984, with most recent revision date of February 26, 1985, and recorded in the R.M.C. Office for Charleston County, South Carolina, in Plat Book BF, at page 183 said property having such location, size, shape, metes, bounds, buttings, and dimensions as will by reference to said plat more fully appear, and is more particularly described according to said plat as follows:

Commence at a point marked by a concrete monument on the northwestern right-of-way line of Turtle Point Lane at the

intersection thereof with the southern right-of-way line of Green Dolphin Way, said point having state plane coordinates of N282,388.07060, E2,280,766.07104, said point being the point of POINT OF BEGINNING; thence running along the northwestern right-of-way line of Turtle Point Lane S37°08'00"W 287.99 feet to a point marked by a concrete monument; thence continuing running along the northwestern right-of-way line of Turtle Point Lane 116.66 feet along the arc of a curved line concave to the northwest having a radius of 285.82 feet and a chord bearing of S48°49'36"W to a point marked by a concrete monument; thence cornering and running N07°44'02"W 109.95 feet to a point marked by a concrete monument; thence running N42°14'13"W 133.30 feet to a point marked by a concrete monument; thence running N45°17'11"E 290.63 feet to a point on the southern right-of-way line of Green Dolphin Way marked by a concrete monument; thence continuing running along the southern right-of-way line of Green Dolphin Way 177.20 feet along the arc of a curved line concave to the south having a radius of 958.24 feet and a chord bearing of S61°23'08"E to a point marked by a concrete monument; thence continuing running along the southern right-of-way line of Green Dolphin Way 24.41 feet along the arc of a curved line concave to the west having a radius of 15.00 feet and a chord bearing of S09°28'38"E to a point marked by a concrete monument on the western right-of-way line of Turtle Point Lane, said point being the POINT OF BEGINNING, be all the said dimensions a little more or less..

The aforesaid Parcel C and Parcel D are a portion of the property conveyed to the Grantor herein by deed of conveyance of Ronald D. Royal, et. al. dated and recorded February 15, 1974, in Book U103, page 265, in the R.M.C. Office for Charleston County, South Carolina.

The Property herein subjected to the Master Deed shall be subject to the easements, covenants, restrictions, and encumbrances as set forth in the Master Deed, in addition to those shown on the plot plan attached hereto as Exhibit "A" and the plat referred to above on which the PHASE TWO Property is shown.

ARTICLE III VILLAS AND COMMON ELEMENTS

Section 3.01 Buildings and Improvements. There are five (5) buildings containing residential apartments (Villas) located on the PHASE TWO Land herein subjected to the Master Deed. The buildings are numbered for the purposes of the Act and the Master Deed as Buildings Number 8, 9, 10, 11,

and 12. Buildings Number 9, 10, and 11 are Type A buildings, and Buildings Number 8 and 12 are Type C Buildings.

The location of the PHASE TWO buildings and other improvements are shown on the plot plan, Exhibit "A", pages 1 and 2, attached hereto and incorporated by reference in this First Supplemental Declaration to Master Deed of Turtle Cove Villas II Horizontal Property Regime and incorporated into the Master Deed by reference. Within reasonable construction tolerances, the dimensions, area and location of the Villas and the Utility/Storage Unit in the buildings and of the Common Elements affording access to the Villas and the Utility/Storage Unit are shown on the floor plans, Exhibit "B", pages 1 through 4, attached to the Master Deed and incorporated herein by reference. The exterior of the buildings are shown on the elevation and section plans labeled Exhibit "C", pages 1 through 7, attached to the Master Deed and incorporated herein by reference.

~~The~~ The total ground area covered by all PHASE TWO buildings including its decks and porches and the PHASE TWO parking area covered by asphalt paving and the balance of the PHASE TWO land, including landscaping and improvements thereon, is shown on the Plot Plan attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3.02 Villas. There are twenty-eight (28) residential apartments known and designated as Villas in PHASE TWO, and each is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof by a four-digit number (5537 through 5564, inclusive) as set forth on Exhibit "D" attached to the Master Deed and made a part hereof by reference and as shown on the attached Plot Plan. The locations within the buildings and the number of each PHASE TWO Villa is shown on the Plot Plan, Exhibit "A", pages 1 and 2, attached hereto and

incorporated herein and in the Master Deed by reference. Each Villa is designated according to its configuration on Exhibit "D", pages 1 through 3, attached to the Master Deed and incorporated herein by reference. The graphic description and area of each PHASE TWO Villa configuration is shown on the floor plans, Exhibit "B", pages 1 through 3 of 4 attached to the Master Deed and by reference incorporated herein.

Each PHASE TWO Villa configuration is specifically described in Exhibit "H", pages 1 through 3, attached to the Master Deed and by reference incorporated herein, and each Villa is generally described hereinbelow. A Villa encompasses and includes the space of that portion of the building which is designated on Exhibit "A" hereof by a four-digit number and is bounded as follows:

- a) by the upper surface of the subfloor; and
- b) by the interior surfaces of all wall studs; the unfinished inside surface of door and window frames; the unfinished, exterior surface of doors leading to and from the Villa, and the interior surface of window and door glass; and
- c) by the lower surface of all ceiling joists.

A Villa consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface,
- b) all interior doors, and all gypsum board,
- c) all window and door screens,
- d) all interior paint and finishes, whether applied to floors, walls, ceilings, cabinets, or other woodwork and trim,
- e) all carpet and underlay, quarry tile, sheet vinyl and underlay, and other floor coverings,
- f) all ceramic tile,
- g) all built-in cabinets and shelves,
- h) all interior lighting fixtures and the bulbs used in exterior lighting fixtures controlled by a switch within the Villa,

- i) all recirculating fans including the fan/light fixture in each bathroom, and their vent and outlet cap,
- j) the heating, ventilation, and air conditioning system (including the condensing units) serving the Villa exclusively,
- k) all electric, telephone, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Villa, which serve the Villa exclusively,
- l) all water, drain, sewer, and vent pipes and all conduits for wiring serving the Villa exclusively,
- m) the following appliances: oven/range with a range hood above, refrigerator/freezer with icemaker, dishwasher, garbage disposal, clothes washer, and clothes dryer,
- n) water heater and plumbing fixtures, and
- o) smoke detectors.

Section 3.03 Utility/Storage Unit. The Utility/Storage building, which contains the Utility/Storage Unit, is of wood frame construction on a concrete slab and is shown on the plans attached as page 4 of Exhibit "B" of the Master Deed.

The Grantor has reserved title unto itself in and to the Utility/Storage Unit. The Utility/Storage Unit is designated for the purpose of any conveyance, lease, or other instrument affecting the title thereof as the Utility/Storage Unit. Within reasonable construction tolerances, the dimensions, area and location of the Utility/Storage Unit are shown on the plans attached to the Master Deed of Turtle Cove Villas II Horizontal Property Regime as page 4 of Exhibit "B", which plans are made a part hereof by reference.

The Utility/Storage Unit encompasses and includes the space of that portion of the Utility/Storage building designated above and is bounded as follows:

- a) by the upper surface of the subfloor;

- b) by the interior surfaces of all wall studs; the unfinished inside surface of door frames; the unfinished, exterior surface of doors leading to and from the Utility/Storage Unit; and
- c) by the lower surface of all ceiling joists.

The Utility/Storage Unit consequently and further includes the following:

- a) all exterior doors except for their finished, exterior surface;
- b) all interior paint and finishes, including all floor coverings, and all shelves, cabinets, or other woodwork and trim;
- c) all interior lighting fixtures;
- d) all electric, and other wiring, and all receptacles, switches, and breaker boxes contained in the floors, walls, and ceilings bounding the Utility/Storage Unit; and
- e) all conduits for wiring serving the Utility/Storage Unit exclusively.

The Utility/Storage Unit does not include the mailing facilities and access thereto (as shown on said Exhibit "B") located within the Utility/Storage building.

The Utility/Storage Unit may be used for the storage of linens and other janitorial supplies and for purposes of storing lawn mowers, ladders and such other equipment as may be desired, but shall not be used for residential purposes.

The Utility/Storage Unit consists of a cart storage area which contains two electric cart chargers, and a utility and storage room. The graphic description and area of the Utility/Storage Unit is shown on the plans attached to the Master Deed as Exhibit "B", page 4 of 4.

Section 3.04 Common Elements. All portions of the PHASE TWO Property not encompassed and included within the Villas are common elements (Common Elements).

Section 3.05 Limited Common Elements. The PHASE TWO Limited Common Elements are those Common Elements which are appurtenant to and reserved for

the use of a single Villa or group of Villas to the exclusion of other Villas and the Utility/Storage Unit as follows:

- a) the surface area and railings of porches, entry decks and stairs are reserved for use with the Villa(s) from which they are solely directly accessible by normal means, or provide only access thereto;
- b) exterior light fixtures are reserved for use with the Villa having switches to control them;
- c) door and window glass of each Villa or the Utility/Storage Unit;
- d) the bicycle storage area assigned to each Villa as set forth in the Master Deed; and
- e) all screens, except window and door screens.

Section 3.06 General Common Elements. General Common Elements include the following:

- a) the Land;
- b) pilings, piers, girders, fastenings, framing, subfloors, concrete floors, exterior walls, sheathing, insulation, siding, shingles, trim, awnings, platforms upon which air conditioning equipment is located, and roofs;
- c) all access decks, stairs, attics, common storage areas, roads, driveways and parking areas, sidewalks and walkways, landscaping, landscape lighting, load-bearing and non-load bearing walls, decks and porches (except for those decks and porches herein declared to be Limited Common Elements), and common mailbox facilities; and
- d) all other portions or parts of the Property not described in this Article or the Master Deed as being included in a Villa or the Utility/Storage Unit, and not described in this Article as a Limited Common Element.

Section 3.07 Plot Plan, Floor Plans and Elevation Plans. The Plot Plan showing the location of the PHASE TWO buildings and other improvements is attached hereto as Exhibit "A", pages 1 and 2, and incorporated herein by reference. The floor plans showing the dimensions, area and location of each PHASE TWO Villa configuration are attached to the Master Deed as Exhibit "B", pages 1 through 3 of 4, and incorporated herein by reference. The plans showing the dimensions, area and location of the Utility/Storage

Unit are attached to the Master Deed as page 4 of Exhibit "B", and incorporated herein by reference. The elevation plans showing the dimensions, area and locations of Common Elements affording access to each PHASE TWO Villa are attached as pages 1 through 7 of Exhibit "C" of the Master Deed and incorporated herein by reference.

Section 3.08 Percentage of Ownership. The value of the PHASE TWO Property is \$4,120,000.00 and the total value of the PHASE ONE and PHASE TWO Property is \$9,441,000.00. The value of each Villa and the Utility/Storage Unit is as set out in pages 1 through 3 of Exhibit "D" attached to the Master Deed and incorporated herein by reference. These values are fixed for the sole purpose of complying with the Act to establish percentage of ownership for purposes of ownership of the Common Elements and liability for Common Expense assessments and voting rights and shall not prevent each Co-owner (as defined in Article V, Section 5.01 of the Master Deed) from fixing a different circumstantial value to his Villa or Utility/Storage Unit in all sorts of acts and contracts.

Section 3.09 Ownership of Common Elements. An undivided ownership interest in the Common Elements, expressed as a percentage based upon the relation of the value of each Villa and the Utility/Storage Unit to the value of the Property, is set forth for PHASE TWO in Exhibit "D" attached to the Master Deed and by reference incorporated herein, and is appurtenant to each Villa and the Utility/Storage Unit. This undivided interest in the Common Elements shall not be separated from the Villa or Utility/Storage Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Villa or Utility/Storage Unit even though the interest is not expressly mentioned or described in the deed or other instrument.

ARTICLE IV
FIRST SUPPLEMENTAL DECLARATION TO MASTER DEED

Section 4.01 First Supplemental Declaration. This First Supplemental Declaration to Master Deed of Turtle Cove Villas II Horizontal Property Regime shall subject PHASE TWO of Turtle Cove Villas II Horizontal Property Regime to all the rights, benefits and limitations of the covenants, restrictions and warranties contained in the Master Deed. In the event of any conflict in terms between the Master Deed and this First Supplemental Declaration, the latter shall control.

ARTICLE V
DECLARATION

Section 5.01 Declaration. This First Supplemental Declaration shall serve as the declaration implementing an additional phase as described in Section 3.04 of the Master Deed establishing Turtle Cove Villas II Horizontal Property Regime.

IN WITNESS WHEREOF, the KIAWAH ISLAND COMPANY LIMITED has caused these presents to be executed in its name by its duly authorized officer(s) and its corporate seal to be hereunto affixed this 7th day of August, 1986.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND COMPANY LIMITED (SEAL)

Diane Guenther

BY: Charles J. Davist
Senior Vice President

John D. Greene

BY: Michael S. Lane
Vice President Finance

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me Diane Guenther, who, on oath, says that she saw the corporate seal of KIAWAH ISLAND COMPANY LIMITED affixed to the foregoing First Supplemental Declaration to Master Deed of Turtle Cove Villas II Horizontal Property Regime and that she saw the within named KIAWAH ISLAND COMPANY LIMITED by Charles F. Daoust, Senior Vice President, and Michael S. Lane, Vice President Finance, sign and attest the same, and that she with Susan D. Groome witnessed the execution and delivery thereof as the act and deed of the said Corporation.

SWORN to before me this 7th
day of August, 1986.

Diane Guenther

Susan A. Metzger (SEAL)
Notary Public for South Carolina
My Commission Expires: 9-23-90

H208/04

EXHIBIT

TO FIRST SUPPLEMENTAL DECLARATION TO MASTER DEED OF
TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

See plat(s) on record in the Charleston County R.M.C. Office attached hereto as Exhibit "A" and made a part hereof by reference.

The undersigned, Stuart D. Whiteside, a registered professional engineer licensed in the State of South Carolina, hereby certifies that the map or plot plan showing Turtle Cove Villas II Horizontal Property Regime, PHASE TWO, identified above, fully and accurately, within reasonable construction tolerances, depicts the location of the buildings and other improvements within the property boundary.

WITNESSES:

Georgia Bell
Donald S. Dowdy

Stuart D. Whiteside
Stuart D. Whiteside
Professional Engineer
S.C. Registration No. 9437

XX

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw the within named Stuart D. Whiteside, sign and seal the within written instrument, and as his/her act and deed deliver the same, and that (s)he with the other witness above witnessed the execution thereof.

Georgia Bell
(Signature of first witness)

SWORN to before me this 30th
day of July, 1986.

Nicholas Johnson SEAL
Notary Public for South Carolina
My Commission Expires: NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires May 7, 1995

H208/03

BY- LAWS

EXHIBIT "E"
TO MASTER DEED OF TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

BYLAWS

THESE BYLAWS of Turtle Cove Villas II Horizontal Property Regime (Regime) are promulgated pursuant to the Horizontal Property Act of South Carolina (Act) for the purpose of governing the Council of Co-owners (Council) and the administration of the Regime. All terms not defined in these Bylaws have the meaning set out in the Act or the Master Deed.

ARTICLE I
COUNCIL OF CO-OWNERS

Section 1.01 Membership. Each Co-owner shall be a member of the Council. A person who holds title to a Villa or the Utility/Storage Unit merely as security for payment of a debt shall not be a member entitled to exercise the rights of a Co-owner unless such person holds a proxy conferring such rights.

Section 1.02 Quorum. The presence of Co-owners owning fifty-one per cent of the value of the Property shall constitute a quorum for the transaction of business at meetings of the Council, and any absent Co-owner who does not execute and return the proxy form sent to him in the registered mailing referred to in Section 1.04 of this Article shall be deemed to be present for the purposes of determining the presence of a quorum. From the time of the recording of the first deed in any additional phase, all the Co-owners in the additional phase shall be included when determining a quorum.

Section 1.03 Voting. On all matters relating to the Regime upon which a vote of the Co-owners is conducted, each Co-owner shall be entitled to cast the number of votes set out in Exhibit "D" attached hereto and incorporated herein by reference. The affirmative vote of the Co-owners owning fifty-one percent (51%) or more of the value of the Property shall be required to adopt decisions unless the Master Deed or these Bylaws require a different percentage for a particular act or decision. Votes can be cast only at meetings of the Council convened in accordance with the Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and any other legal entity shall act by any managing agent thereof. The failure of an absent Co-owner to execute and return the proxy form sent to him in the registered mailing referred to in Section 1.04 of this Article shall constitute a proxy to and for the majority present and voting. When a Co-owner consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Co-owner unless another of such persons objects, in which case the vote which such Co-owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single Villa or the Utility/Storage Unit must be cast together and may not be split.

Section 1.04 Proxies. Any Co-owner may by written proxy designate an agent to cast his vote. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary of the Council. If at least twenty days prior to a duly called meeting a Co-owner is informed by registered mail of (a) the time and place of the meeting, (b) the agenda for the meeting, and (c) such data as is then available relative to issues on which there will be a vote, and a proxy form

is included in such mailing, and the Co-owner neither attends the meeting nor returns his executed proxy, then such Co-owner shall be deemed to have given his proxy to and for the majority present and voting.

Section 1.05 Consents. Any action which may be taken by a vote of the Co-owners may also be taken by written consent to such action signed by all Co-owners.

Section 1.06 Initial Meeting. The initial meeting of the Council shall be held upon call by the Manager (Article IV) as soon as the Manager deems practicable and convenient, but in no event later than eighteen months following the recording of this Master Deed. The following matters, and such other business as the Manager may deem appropriate, shall be taken up at the initial meeting:

- a) adoption of a fiscal year, if other than as set forth in Section 5.01 hereof;
- b) approval of a budget for the fiscal year;
- c) determination of the General Assessment and the date upon which it is due and payable;
- d) determination of the date of the first and subsequent annual meetings;
- e) the election of the initial, three-person Board of Directors in accordance with Article II of these Bylaws; and
- f) determination of whether or not the Council shall be incorporated.

Section 1.07 Annual Meetings. The annual meeting of the Council shall be held on a date determined by the Council. Any business which is appropriate for action of the Co-owners may be transacted at an annual meeting.

Section 1.08 Special Meetings. Special meetings of the Council may be called at any time by the President of the Council or by a majority of the Board of Directors and shall be called upon the written request of Co-owners owning a majority of the value of the Property. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Co-owners waive notice of any additional business.

Section 1.09 Notice of Meetings. Written notice of every annual or special meeting of the Council stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Co-owner not fewer than ten nor more than thirty days in advance of the meeting; provided, however, that notice may also be given as described in Section 1.04 of this Article. Failure to give proper notice of a meeting of the Co-owners shall not invalidate any action taken in such meeting unless (a) a Co-owner who was present but was not given proper notice objects at such meeting, in which case the matter to which such Co-owner objects shall not be taken up, or (b) a Co-owner who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following such meeting, in which case the action to which such Co-owner objects shall be void.

Section 1.10 Waiver of Notice. Waiver of notice of a meeting of the Council shall be deemed the equivalent of proper notice. Any Co-owner may in writing waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Co-owner, whether in person or by proxy, shall be deemed waiver by such Co-owner

of notice of the time, date, and place of the meeting unless such Co-owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 1.11 Place of Meeting. All meetings of the Council shall be held at such convenient place on Kiawah Island as the Board of Directors may direct.

Section 1.12 Adjournment. Any meeting of the Council may be adjourned from time to time for periods not exceeding forty-eight hours by vote of Co-owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned sessions shall be required.

Section 1.13 Order of Business. The order of business at all meetings of the Co-owners shall be as follows:

- a) Roll call;
- b) Proof of proper notice of the meeting or waiver of notice;
- c) Reading of minutes of preceding meeting;
- d) Report of the Board of Directors;
- e) Reports of officers;
- f) Reports of committees;
- g) Report of Manager;
- h) Election of Directors;
- i) Unfinished business; and
- j) New business.

Section 1.14 Minutes of Meeting. The Secretary of the Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Council. Such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

ARTICLE II BOARD OF DIRECTORS OF THE COUNCIL

Section 2.01 Form of Administration. The Council shall act by and through its Board of Directors.

Section 2.02 Authorities and Duties. On behalf of and as directed by the Council, and as required by the Act, the Master Deed, and these Bylaws, the Board of Directors shall provide for the following:

- a) the contracting with a management agent to provide for the surveillance of the Property, the maintenance, repair, and replacement of the Common Elements, and the designation and dismissal of personnel necessary to accomplish the same;
- b) the collection of assessments from the Co-owners;
- c) the procuring and keeping in force of insurance on the Property;
- d) the enactment of reasonable regulations governing the operation and use of the Common Elements;

- e) the enforcement of the terms of the Master Deed, these Bylaws, and any Regulations promulgated pursuant to the Bylaws; and
- f) the administration of the Council and the Regime on behalf of and for the benefit of all Co-owners.

Section 2.03 Qualification. Only an individual who is a Co-owner, or who together with another person or other persons is a Co-owner, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Co-owner, or which together with another person or other persons is a Co-owner, may be elected and serve or continue to serve as a Director of the Council. The number of Directors provided at any one time by a Co-owner which is an organization or which consists of more than one individual shall not exceed the number of apartments owned by such Co-owner.

Section 2.04 Election and Term. The initial Board of Directors shall consist of three people who shall be elected at the initial meeting of the Council and shall serve until the first annual meeting of the Council. At the first annual meeting the Co-owners shall elect five Directors, three for a term of two years (to be elected in one election) and two for a term of one year (to be elected in a second election). At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 2.05 Removal. A Director may be removed from office with or without cause by the vote of the Co-owners.

Section 2.06 Vacancies. Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor.

Section 2.07 Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of three Directors shall be sufficient for any action unless otherwise specified in the Master Deed or these Bylaws.

Section 2.08 Quorum. Three Directors shall constitute a quorum for the transaction of business.

Section 2.09 Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 2.10 Referendum. Any decision voted by the Council shall be binding upon the Board of Directors and shall supersede any previous inconsistent action or make invalid any subsequent inconsistent action taken by the Board of Directors, but no such action by the Co-owners shall impair the enforceability of any contract duly authorized or entered into by the Board of Directors pursuant to authority granted in the Act, the Master Deed, or these Bylaws.

Section 2.11 Annual Meetings. An annual meeting of the Board of Directors shall be held each fiscal year within sixty days preceding the annual meeting of the Council. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

Section 2.12 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates, and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

Section 2.13 Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Council and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of the meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 2.14 Notice of Meetings. Written notice of every regular or special meeting of the Board of Directors stating the time, date, and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless (a) a Director who was present but was not given proper notice objects at such meeting, in which case the matter to which such Director objects shall not be taken up, or (b) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following such meeting, in which case the action to which such Director objects shall be void.

Section 2.15 Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date, and place of the meeting unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 2.16 Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 2.17 Minutes of Meetings. The Secretary of the Council shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors and meetings of the Council. A copy of such minutes shall be made available for examination and copying by any Co-owner at any reasonable time.

Section 2.18 Compensation. The Directors may receive such compensation and reimbursement for expenses incurred in the conduct of their duties as the Council may determine.

ARTICLE III OFFICERS OF THE COUNCIL

Section 3.01 Designation. The Council shall have a President, a Vice President, and a Secretary-Treasurer. The officers shall have the authority, powers, duties, and responsibilities provided by these Bylaws, or, to the extent not so provided, by the Board of Directors.

Section 3.02 Qualifications. Only Directors may be elected and serve as officers.

Section 3.03 Election and Term. Officers of the Council shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

Section 3.04 Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 3.05 President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, 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 deem appropriate to assist in the conduct of the affairs of the Council.

Section 3.06 Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 3.07 Secretary-Treasurer. The Secretary-Treasurer shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Co-owners and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct. The Secretary-Treasurer shall have custody of and responsibility for Council funds and securities and shall keep the financial records and books of account belonging to the Council. Custody of Council funds and securities and responsibility for maintaining full and accurate accounts of all receipts and disbursements may be delegated to the Manager if the Board of Directors so determines, but in such case the Secretary-Treasurer shall verify the amount of Council funds and securities in the custody of the Manager and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors.

Section 3.08 Compensation. The officers may receive such compensation and reimbursement for expenses incurred in the conduct of their duties as the Council may determine.

ARTICLE IV MANAGER

Section 4.01 Employment. Kiawah Island Company Limited or its designee shall be employed by the Council as the Manager of the Regime until fifty-one percent (51%) of the Villas have been conveyed to persons other than the Grantor; provided, however, that the Kiawah Island Company Limited or its designee may elect to serve for a shorter time. The Kiawah Island Company Limited or its designee shall be compensated for this service at the rate of \$25 per month per unit. After such period of time, the Council shall employ such management agent(s) as it may desire and entirely of its own choosing.

Section 4.02 Qualification. The Manager(s) may be natural persons or corporations or other legal entity. No individual who is a Director or an officer of the Council or who resides in the home of a Director or an officer of the Council shall be a Manager.

Section 4.03 Authority and Duties. The Manager(s) shall provide the services and perform the duties as authorized and directed from time to time by the Board of

Directors. The Manager(s) shall confer fully and freely with the Board of Directors and shall attend meetings of the Board and of the Council when requested to do so by the Board. Until such time as the first Board of Directors is elected at the initial meeting of the Regime, the Manager shall provide the services and perform the duties set out in Article II, Section 2.02 subsections a, b, c, e and f.

ARTICLE V
FINANCES

Section 5.01 Fiscal Year. The fiscal year of the Regime shall be January 1 through December 31 unless otherwise determined by the Council.

Section 5.02 Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Co-owners at their annual meeting a proposed budget for the Regime for the fiscal year. The proposed budget shall set forth with particularity the anticipated Common Expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of Common Expenses and contingencies.

Section 5.03 Approval of Budget. The proposed budget, as it may be amended upon motion of any Co-owner, shall be submitted to a vote of the Co-owners and when approved shall become the budget (Budget) of the Regime for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Co-owners. Should for any reason a budget not be acted upon or approved by the Regime for any fiscal year, the Board of Directors shall establish the Budget for the Regime for the then current fiscal year; provided however, that such Budget established by the Board of Directors shall not exceed the budget of the preceeding year by more than ten (10%) percent.

Section 5.04 General Assessments. The funds required by the Budget shall be collected from the Co-owners in assessments (General Assessments) in proportion to their respective interests in the Common Elements as set out in Exhibit "D" attached hereto and incorporated by reference, and the General Assessments shall be payable as and when determined by the Board of Directors, but in no event shall General Assessments be collected in installments more frequent than monthly. The contribution of Co-owners toward the expense of the premium for insurance policies as herein provided for may be collected as part of the General Assessments or may be collected in installments not less frequent than yearly assessments as the Board of Directors shall elect, in addition to other assessments, in which event the assessments shall be treated as part of the General Assessments.

Section 5.05 Special Assessments. The funds required from time to time to pay any Common Expenses which are not covered by the Budget but which are approved by the Co-owners shall be collected from all the Co-owners by the Board of Directors in such installments (Special Assessments) as the Co-owners shall determine.

Section 5.06 Individual Assessments. Any payments to the Council which one or more, but fewer than all, of the Co-owners shall be obligated to make pursuant to the terms of the Act, the Master Deed, or these Bylaws shall be due upon demand and shall be collected by the Board of Directors as individual assessments (Individual Assessments).

Section 5.07 Collection. Co-owners shall be personally liable for and promptly pay all assessments when due. If the assessments are not paid on the date when due (being the date specified by the Board), then such assessments shall become delinquent and shall (together with the cost of collection as hereinafter provided) become a charge and continuous lien on the property against which such assessment is

made. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by action at law, the Co-owner owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

Section 5.08 Penalty. An assessment not paid within fifteen days following the date when due shall be charged a Delinquent Payment Penalty of one and one-half percent (1½%) of the unpaid balance of the assessment per month and each month thereafter on the unpaid balance until the assessment is paid in full. The Delinquent Payment Penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of the Delinquent Payment Penalty pursuant to this Section if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Co-owner.

Section 5.09 Accounts. The Board of Directors shall maintain on behalf of the Council a checking account with a state- or federally- chartered bank having an office in the county where the Property is situated. The Board of Directors may also maintain on behalf of the Council an interest-bearing savings account with a state- or federally-chartered bank, savings and loan association, or building and loan association. Funds of the Council may also be invested in any instrument, obligation or security (or fund comprised solely of said instruments or securities) which is insured by the United States Government, or guaranteed by the full faith and credit of the United States Government, a state government, or any local governmental entity. If a Manager is employed, said accounts may be maintained in the name of the Manager as agent of the Council. All funds of the Council shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than two hundred fifty dollars for payment of minor current expenses of the Council. The books and records relating to any account of the Council shall be made available for examination and copying by any Co-owner at any reasonable time.

Section 5.10 Payments. The Board of Directors shall provide for payment of all debts of the Council from the funds collected from the Co-owners. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of two hundred fifty dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Council shall be signed by the President and the Treasurer or by any two officers of the Council designated by the Board of Directors. The Board of Directors may authorize the Manager to draw checks upon the account of the Council. The Board of Directors may also authorize the Manager to make disbursements from the petty cash fund, if any.

Section 5.11 Bonding. The Board of Directors shall secure a fidelity bond in an amount of not less than ten thousand dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Council. The cost of the bond shall be a Common Expense.

Section 5.12 Special Rules for Assessments for Development Period. The provisions of this Section 5.12 shall exclusively govern and be applicable to the development period ("Development Period") which shall terminate at the initial meeting of the Regime.

General Assessments (excluding assessments for insurance premiums on the Regime insurance policy) during the Development Period shall be based upon a total annual

budgetary requirement of \$53,000.00 for PHASE ONE and a total annual budgetary requirement of \$95,000.00 for PHASES ONE AND TWO. Assessments shall commence as to all Villas and the Utility Storage Unit at the discretion of the Grantor; provided that prior to such date the Grantor shall be responsible for payment of all actual operating expenses of the Regime except insurance premiums which shall be assessed against all Co-owners.

At the time title is conveyed to a Co-owner by the Grantor, such Co-owner shall pay to the Regime an assessment for insurance premiums on Regime policies in proportion to his respective interest in the Common Elements as set out in Exhibit "D" according to the number of days then remaining in the policy period. If initial Regime insurance premiums are paid in total by the Grantor, the sums collected from the purchaser at each closing shall be reimbursed to the Grantor.

ARTICLE VI MAINTENANCE AND IMPROVEMENTS

Section 6.01 Maintenance by Regime. The Regime shall provide for the maintenance, repair, and replacement of the Common Elements. The Regime may contractually delegate any or all of these responsibilities to the Manager.

Section 6.02 Maintenance by Co-owners. The Villas and the Utility/Storage Unit shall be maintained in good condition and repair by their respective owners.

Section 6.03 Default by Co-owner. In the event that any Co-owner fails to perform the maintenance required of him by these Bylaws or by any lawful Regulation, and such failure creates or permits a condition which is hazardous to life, health, or property, which unreasonably interferes with the rights of another Co-owner, or which substantially detracts from the value or appearance of the Property, the Board of Directors shall, after giving such Co-owner reasonable notice and opportunity to perform such maintenance, cause such maintenance to be performed and charge all reasonable expenses of doing so to such Co-owner by an Individual Assessment.

Section 6.04 Expenses. The expenses of all maintenance, repair, and replacement of the Common Elements provided by the Manager shall be Common Expenses, except that when such expenses are necessitated by (a) the failure of a Co-owner to perform the maintenance required by these Bylaws or by any lawful Regulation, (b) the willful act, neglect, or abuse of a Co-owner, or (c) an uninsured loss which is to be borne by a Co-owner in accordance with Article VII of these Bylaws, they shall be charged to such Co-owner by an Individual Assessment.

Section 6.05 Improvements. The Board of Directors shall provide for the making of such improvements to the Common Elements as may be approved from time to time by the Co-owners. The cost of such improvements shall be Common Expenses; provided, however, that no Co-owner shall without his consent be assessed in any one year an amount in excess of one per cent of the value of his Villa or the Utility/Storage Unit (as set out in Exhibit "D") for the making of improvements to the Common Elements.

ARTICLE VII RECONSTRUCTION

Section 7.01 Reconstruction. Unless the Co-owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof, the Board of Directors shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds ten thousand dollars, the Board of Directors shall employ an architect licensed to practice in the jurisdiction

in which the Property is situated to supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and to submit written authorizations to the Council for payment for work performed. When an architect is not required by the terms hereof, the Board of Directors may perform such inspections and submit such authorizations.

Section 7.02 Costs. The Board of Directors shall employ for the purpose of reconstructing the Property the proceeds of any insurance obtained on the Property by the Board of Directors on behalf of the Council. When the Property is not insured or when the insurance proceeds are insufficient to cover the cost of reconstruction, the rebuilding costs shall be borne by all the Co-owners as a Common Expense.

ARTICLE VIII CONDEMNATION

Section 8.01 Rights of Co-Owners. If any portion of the Property is condemned by any authority having the power of eminent domain, each Co-owner shall be entitled to receive notice of such condemnation and to participate in the proceedings unless otherwise prohibited by law. Each Co-owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

Section 8.02 Duties of Council. In the event that any award is received by the Council on account of condemnation of any portion or portions of the Common Elements, the Board of Directors shall hold such award for disbursement in the same manner as if it were insurance proceeds. The Board of Directors shall promptly call a special meeting of the Council to determine whether any condemned portion of the Common Elements shall be replaced. If the Council determines to replace any condemned portion of the Common Elements, the Board of Directors shall provide for the replacement of such portions in the same manner as if such portions had been destroyed by casualty.

ARTICLE IX INSURANCE

Section 9.01 Insureds. Insurance policies upon the Property, covering the items described below, shall be purchased by the Council for the benefit of the Regime, the Council, and the Co-owners of the Villas and their mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance, with mortgagee endorsements, to the mortgagees of all Co-owners. Such policies and endorsements shall be deposited with and held by the Secretary/Treasurer.

Section 9.02 Coverage. Insurance shall cover the following when available:

- a) the replacement value of all Villas and Common Elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the Land. No insurance of the contents of or improvements to any Villa (other than the fixtures originally installed therein during construction) shall be provided by the Council;
- b) public liability in such amounts and with such coverage as shall be determined by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverage;

- c) workmen's compensation (if required); and
- d) such other insurance as the Board of Directors may from time to time determine to be desirable.

All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Co-owner, members of the Co-owners family and his tenants and agents, guests and invitees, the Regime, its officers, agents and employees, and the Manager(s), as well as a waiver of the "prorata" clause.

Section 9.03 Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Council as a Common Expense, and shall be paid by the Co-owners in proportion to their respective interests in the Common Elements. The contribution of Co-owners toward the expense of the premium for such insurance may be collected in quarterly installments or in one (1) yearly assessment, in addition to other assessments, as the Board of Directors may determine.

Section 9.04 Claims Adjustment. The Board of Directors is hereby irrevocably appointed agent for each Co-owner to adjust all claims arising under insurance policies purchased by the Council, and to execute and deliver releases upon payment of claims.

Section 9.05 Proceeds. The proceeds received by the Council from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be distributed as follows:

- a) if the Property is not reconstructed as provided in Article X of the Master Deed, then each Co-owner shall receive a share of the proceeds proportionate to his interest in the Common Elements as shown in Exhibit "D", in a check made jointly payable to the Co-owner and his mortgagee, if any; or
- b) if reconstruction takes place, then such proceeds shall be used to meet reconstruction costs as provided in Article X of the Master Deed and Article VII of these Bylaws, and any proceeds remaining after all the costs of reconstructing the Property have been paid shall be distributed to the Council for the benefit of all Co-owners.

Section 9.06 Insurance by Co-owners. Each Co-owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable: (a) hazard insurance on his Villa and its contents for his own benefit, and (b) liability insurance covering accidents occurring within his Villa. Any Co-owner who obtains hazard insurance for his own benefit shall within thirty days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance.

ARTICLE X RESTRICTIONS AND REGULATIONS

Section 10.01 Restrictions. The use of the Property shall be subject to the following restrictions:

- a. Villas shall be used only as residences. This restriction shall not be construed so as to prevent a Co-owner from leasing or renting his Villa to others, either short term or long term, or listing his Villa with a rental

agency to be rented by short term or long term guests.

- b. The Utility/Storage Unit shall be used as set forth in Section 4.02 of the Master Deed.
- c. No Co-owner shall create or permit excessive noise, smoke, or offensive odors or any nuisance to unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same. No person shall maintain on the Property, and no Co-owner shall permit within his Villa or the Utility/Storage Unit any condition which is unreasonably hazardous to the life, health, or property of any other person.

Section 10.02 Regulations. The Board of Directors may adopt and amend from time to time such reasonable regulations (Regulations) governing the operation and use of the Property as they may deem necessary or desirable. It shall not be necessary to record Regulations newly adopted or the amendment or repeal of existing Regulations, but no Co-owner shall be bound by any newly adopted Regulation or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to him.

Section 10.03 Enforcement. The Board of Directors shall enforce the terms of the Act, the Master Deed, and these Bylaws and the Regulations promulgated pursuant hereto by taking prompt and appropriate action to correct any violations. In addition to any other remedy to which the Council or any Co-owner may be entitled, the Board of Directors may impose against a Co-owner reasonable fines not to exceed a total of ten dollars (\$10.00) per day for any violation of the terms of the Act, the Master Deed, these Bylaws, or the Regulations promulgated pursuant hereto. Such fines shall be collected by Individual Assessment. Each day during which a violation occurs or continues may be deemed a separate offense.

Section 10.04 Responsibility of Co-owners. Each Co-owner shall be deemed responsible for the conduct of members of his household and his tenants, agents, guests and pets, but the responsibility of the Co-owner shall not relieve any member of his household or any of his tenants, agents, or guests from any liability to the Council or to a Co-owner for their own acts.

ARTICLE XI LIABILITY AND INDEMNIFICATION

Section 11.01 Liability of Council. No Co-owner shall be liable for a greater percentage of a debt or liability of the Council than his percentage of ownership of the Common Elements. All correspondence of the Council and all contracts executed by the Council shall incorporate the following recital:

Turtle Cove Villas II Council of Co-owners is an association established pursuant to the Horizontal Property Act of South Carolina. No member of the Council shall be liable for a greater percentage of a debt or liability of the Council than his percentage of ownership of the Common Elements.

Section 11.02 Indemnification Among Co-owners. Each Co-owner shall be entitled to contribution from and indemnification by every other Co-owner to the extent that such Co-owner discharges or is required to discharge any portion of any liability of the Council in excess of such Co-owner's proportionate share thereof, except that no Co-owner shall be required to provide contribution or indemnification on account of a debt which was due and payable prior to the time such Co-owner became a Co-owner.

Section 11.03 Liability of Directors and Officers. No Director or officer of

the Council shall be liable to any Co-owner for any decision, action, or omission made or performed by such Director or officer in the course of his duties unless such Director or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, the Master Deed, or these Bylaws.

Section 11.04 Indemnification of Directors and Officers. The Council shall indemnify and defend each Director and each officer of the Council from any liability claimed or imposed against him by reason of his position or actions as a Director or an officer of the Council if all of the following conditions are satisfied:

- a) such Directors or officer is not required to bear such liability by the terms of the Act, the Master Deed, or these Bylaws;
- b) such Director or officer gives the Council adequate notice of the claim or imposition of liability to permit the Council reasonable opportunity to defend against the same; and
- c) such Director or officer cooperates with the Council in defending against the claim.

The expense of indemnifying a Director or an officer shall be a Common Expense and shall be borne by all the Co-owners, including such Director or officer, in equal shares.

ARTICLE XII ATTESTATIONS AND CERTIFICATIONS

Section 12.01 Attestation of Documents. The presence of the signature of the Secretary of the Council on any contract, conveyance, or any other document executed on behalf of the Council by another officer of the Council shall attest:

- a) that the officer of the Council executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the Council, and that the signature of such officer subscribed on the document is genuine; and
- b) that the execution of the document on behalf of the Council has been duly authorized.

Section 12.02 Certification of Documents. When any document relating to the Property or the Council is certified as authentic by the Secretary of the Council, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 12.03 Certification of Actions and Facts. When there is executed by the Secretary or an Assistant Secretary a written statement setting forth (a) actions taken by the Council or by the Board of Directors, or (b) facts relating to the Property or the Council as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

ARTICLE XIII AMENDMENTS

Section 13.01 By-Laws. These By-Laws may be amended as set forth in Article XI of the Master Deed.

ARTICLE XIV
MORTGAGES

Section 14.01 Notice to Board. A Co-owner who mortgages his Villa shall notify the Board of Directors of the name and address of his mortgagee. The Regime shall also accept and record such notification when received directly from the mortgagee, and the Regime shall maintain this information in a book entitled "Mortgages of Villas."

Section 14.02 Notice of Unpaid Assessments. The Board shall, at the request of a mortgagee of a Villa, report any unpaid assessments due to the Regime by the Co-owner of such Villa. When requested by terms of the initial correspondence filed pursuant to Section 14.01, the Board shall report to the mortgagee any unpaid assessments due the Regime from such Co-owner as soon as such assessments become delinquent.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Record of Ownership. Any person who acquires title to a Villa (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Co-owners and of the dates upon which they acquired title to their Villas.

Section 15.02. Notices. Any notices or documents placed in the mail receptacle or affixed to the front door of a Villa by or at the direction of the Board of Directors shall be deemed delivered to the Co-owner of such Villa unless the Co-owner has previously specified to the Board of Directors in writing another address for delivery of such notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Co-owner shall be deemed delivered to the Board of Directors.

Section 15.03 Waiver. No provision of these Bylaws or the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 15.04 Conflicts. In the event of any conflict between these Bylaws and the Act or the Master Deed, the Act or the Master Deed shall control, as appropriate. In the event of a conflict between these Bylaws and the Regulations, these Bylaws shall control.

Section 15.05 Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 15.06 Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

Section 15.07 Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

H137/c

AMENDMENTS

EXHIBIT "F"

TO MASTER DEED OF

TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

See plans on record in the Charleston County R.M.C. Office attached to the Master Deed as Exhibit "B" and Exhibit "C" and made a part hereof by reference.

The undersigned, an architect authorized and licensed in the State of South Carolina, hereby certifies that the plans of Turtle Cove Villas II Horizontal Property Regime, identified above, fully and accurately, within reasonable construction tolerances, depict the layout and dimensions of the Turtle Cove Villas II Horizontal Property Regime PHASE ONE Common Elements and Limited Common Elements of the buildings, and the apartments (Villas) shown therein.

WITNESSES:

[Signature]

[Signature]

[Signature]

Frederick F. Bainbridge
S. C. Registered Architect No. 1572
Bainbridge & Associates
Architects, P. A.
4334 Paces Ferry Road
Atlanta, Georgia 30339



STATE OF GEORGIA)
)
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this 14 day of May, 1986, by Frederick F. Bainbridge.

Rebecca A. Wilson (SEAL)
Notary Public for Georgia
My Commission Expires: 4/25/88
Notary Public, Georgia, State at Large
My Commission Expires April 25, 1988

EXHIBIT "G-2 "

TO MASTER DEED OF

TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

See plat(s) on record in the Charleston County R.M.C. Office attached hereto as Exhibit "A" and made a part hereof by reference.

The undersigned, Stuart D. Whiteside, a registered professional engineer licensed in the State of South Carolina, hereby certifies that the map or plot plan showing Turtle Cove Villas II Horizontal Property Regime, PHASE ONE, identified above, fully and accurately, within reasonable construction tolerances, depicts the location of the buildings and other improvements within the property boundary.

WITNESSES:

William E. Dora
Stuart D. Whiteside

Stuart D. Whiteside
 Stuart D. Whiteside
 Professional Engineer
 S.C. Registration No. 9437

XX

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw the within named Stuart D. Whiteside, sign and seal the within written instrument, and as his/her act and deed deliver the same, and that (s)he with the other witness above witnessed the execution thereof.

William E. Dora
 (Signature of first witness)

SWORN to before me this 12th
 day of June, 1986.

Richard W. Skelton (SEAL)
 Notary Public for South Carolina
 My Commission Expires: 10/9/95

EXHIBIT "H"
TO MASTER DEED OF
TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

Description of Typical One Bedroom Villa
Villa Type "1"

The entry door opens into an "L" shaped foyer. The foyer provides access to 1) the kitchen, 2) a utility closet containing a water heater and an air handler unit serving the Villa exclusively, 3) the living room, 4) the bedroom, 5) a bath which is jointly accessible from the foyer and bedroom, 6) a utility closet containing a clothes washer and a clothes dryer, and 7) the owner's lockable storage closet.

The kitchen is situate immediately off the foyer upon entering the Villa. The kitchen has an adjoining pantry, and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room is open to the living room and has access to a screened porch via a glass door. The living room is also accessible from the foyer. The living room has an alcove which contains a wet bar. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area.

Accessible from the entry foyer is the Villa's bedroom, which has an adjacent closet. An adjoining bath contains a tub with a shower head, commode and a vanity with two basins, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "1" contains the approximate area of heated and cooled interior floor space as is shown on the floor plans attached hereto as Exhibit "B" and made a part hereof by reference. All measurements are approximate and are subject to reasonable construction tolerances.

The screened porch and access deck are Common Elements.

H207/b

EXHIBIT "H"
TO MASTER DEED OF
TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME
Description of Typical Two Bedroom Villa
Villa Type "2"

The entry door opens into an "L" shaped foyer. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet with two entrances containing a water heater, an air handler unit serving the Villa exclusively, a clothes washer and a clothes dryer, 4) a bedroom (herein "second bedroom"), and 5) a bath which is also accessible from the second bedroom.

The kitchen is accessible from the foyer upon entering the Villa. The kitchen contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room has access to a screened porch via a glass door. The dining room is open to the living room. The living room, which has an alcove containing a wet bar, is also accessible from the foyer. There is access to a screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom. The owner's lockable storage closet is accessible from the living room.

The master bedroom is accessible from a hall located off the living room. The master bedroom has access to the screened porch via a glass door. The master bedroom has an adjacent corridor which has closet alcoves situate on either side, which corridor provides access to a room containing a vanity with two basins. Some villas do not have the two storage alcoves, but rather, the room containing the vanity is adjacent to the master bedroom and has a closet alcove opposite the vanity. An adjoining room contains a tub with a shower head and a commode.

Accessible from the entry foyer is the second bedroom with an adjacent closet. An adjoining bath contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "2" contains the approximate area of heated and cooled interior floor space as is shown on the floor plans attached hereto as Exhibit "B" and made a part hereof by reference, which area varies depending upon the type of building in which the Villa is located and the location of the Villa within the building. All measurements are approximate and are subject to reasonable construction tolerances.

The screened porch and access deck are Common Elements.

EXHIBIT "H"
TO MASTER DEED OF
TURTLE COVE VILLAS II HORIZONTAL PROPERTY REGIME

Description of Typical Three Bedroom Villa
Villa Type "3"

The entry door opens into a "T" shaped foyer. The foyer provides access to 1) the kitchen, 2) the living room, 3) a utility closet containing an air handler unit serving the Villa exclusively, 4) a bedroom (herein "third bedroom"), 5) a bath which is also accessible from the third bedroom, and 6) the owner's lockable storage closet.

The kitchen is accessible from the foyer upon entering the Villa. The kitchen includes a pantry and contains a refrigerator/freezer with icemaker, a dishwasher, a double sink with a garbage disposal, and an oven/range with a hood above. All appliances are electric. The kitchen is open to the dining room.

The dining room has access to a screened porch via a glass door, and is open to the living room. The living room, which has an alcove containing a wet bar, is also accessible from the foyer. There is access to the screened porch from the living area via double sliding glass doors, which porch is also accessible from the dining area and the master bedroom.

A hall extending off the living room provides access to the master bedroom, a utility closet containing a clothes washer and a clothes dryer, a utility closet containing a water heater, and a second bedroom (herein "second bedroom").

The master bedroom has access to the screened porch via a glass door, and has an adjacent walk-in wardrobe. Also accessible from the master bedroom is a room containing a vanity with two basins and an adjoining room contains a tub with a shower head and a commode.

The second bedroom is located off of the hall leading from the living area. The second bedroom has a closet and an adjoining bath containing a tub with a shower head, a commode and a vanity with a basin.

Accessible from the entry foyer is the Villa's third bedroom which has a closet. An adjoining bath contains a tub with a shower head, commode and a vanity with a basin, which bath is also accessible from the foyer.

Nominal ceiling height is 8'0", except as otherwise indicated on the Exhibit "B" floor plans.

Villa Type "3" contains the approximate area of heated and cooled interior floor space as is shown on the floor plans attached hereto as Exhibit "B" and made a part hereof by reference. All measurements are approximate and are subject to reasonable construction tolerances.

The screened porch and access deck are Common Elements.

H207/b