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MASTER DEED

FOR THE

ANNEX AT TOLER'S COVE HORIZONTAL PROPERTY REGIME

- TABLE OF CONTENTS -

	<u>Page</u>
INTRODUCTORY PAGE	3
1. NAME	3
2. DEFINITIONS	4
3. LOCATION, PROPERTY DESCRIPTION, SURVEY AND FLOOR PLANS	6
4. UNITS AND BOUNDARIES	6
5. GENERAL COMMON ELEMENTS	7
6. LIMITED COMMON ELEMENTS	8
7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES	9
8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES	9
9. ASSOCIATION RIGHTS AND RESTRICTIONS	10
10. INSURANCE	11
11. REPAIR AND RECONSTRUCTION	14
12. ARCHITECTURAL CONTROLS	15
13. USE RESTRICTIONS	18
14. LEASING	26
15. SALE OF UNITS	28
16. MORTGAGEE'S RIGHTS	28
17. GENERAL PROVISIONS	30
18. EMINENT DOMAIN	33
19. EASEMENTS	33
20. AMENDMENTS	36
21. SEVERABILITY	38
22. DEVELOPER RIGHTS	38
23. NO DISCRIMINATION	39
24. PREPARER	39

- EXHIBITS -

Exhibit A	Legal Description
Exhibit B	Plot Plan /Survey
Exhibit C	Floor Plans
Exhibit D	Certification
Exhibit E	Schedule of Values / Percentage Interests
Exhibit F	Bylaws
Exhibit G	Joint Use Agreement

MASTER DEED

FOR THE

ANNEX AT TOLER'S COVE HORIZONTAL PROPERTY REGIME

THIS MASTER DEED is made on the date set forth below by Seagrass Real Estate & Development, LLC, a South Carolina limited liability company (hereinafter referred to as "Developer");

WITNESSETH

WHEREAS, Developer is the owner of the real property which is located in Charleston County, South Carolina and is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, this Master Deed is intended to establish the condominium form of ownership for the property described on Exhibit "A";

WHEREAS, ~~Developer desires to subject the real property described in Exhibit "A"~~ hereto, including the improvements thereon, to the provisions of this Master Deed and to the South Carolina Horizontal Property Act §§27-31-10 *et seq.* South Carolina Code of Laws (1976); and

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" of this Master Deed, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the South Carolina Horizontal Property Act, and is hereby subjected to the provisions of this Master Deed. By virtue of the recording of this Master Deed and the Master Deed for Toler's Cove, said property shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to provisions of the South Carolina Horizontal Property Act and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Master Deed, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Master Deed, shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Master Deed, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall be for the benefit of all owners of the property subject to this Master Deed.

1. NAME.

The name of the horizontal property regime is the Annex At Toler's Cove Horizontal Property Regime (hereinafter sometimes called the "Condominium" or "Regime," as further defined herein), which condominium is a residential project which is hereby submitted to the South Carolina Horizontal Property Act §§27-31-10 *et seq.* South Carolina Code of Laws (1976).

2. DEFINITIONS.

Generally, terms used in this Master Deed, the Bylaws and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the South Carolina Nonprofit Corporation Act of 1994. Unless the context otherwise requires, certain terms used in this Master Deed, the Bylaws and the Articles of Incorporation shall be defined as follows:

- (a) Act means the South Carolina Horizontal Property Act §§27-31-10 *et seq.* South Carolina Code of Laws (1976), as may be amended.
- (b) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth.
- (c) Articles or Articles of Incorporation means the Articles of Incorporation of the Annex At Toler's Cove Owner's Association, Inc., which have been filed with the Secretary of State of the State of South Carolina.
- (d) Association or Counsel of Co-Owners means the Annex At Toler's Cove Owner's Association, Inc., a South Carolina nonprofit corporation, its successors or assigns.
- (e) Board or Board of Directors or Board of Administration means the elected body responsible for management and operation of the Association.
- (f) Bylaws means the Bylaws of the Annex At Toler's Cove Owner's Association, Inc., attached hereto as Exhibit "F" and incorporated herein by this reference.
- (g) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the General Common Elements and Limited Common Elements as provided for herein.
- (h) Condominium or Horizontal Property Regime means all that property described in Exhibit "A," attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Master Deed.
- (i) Condominium Instruments mean this Master Deed and all exhibits hereto, including the Bylaws, Survey and Floor Plans, and plot plans, all as may be supplemented or amended.
- (j) Developer shall mean and refer to Seagrass Development, LLC, a South Carolina limited liability company, and its successors-in-title and assigns, provided that, in an instrument of conveyance to or any other document involving any such successor-in-title or assign, such successor-in-title or assign is designated as "Developer" hereunder by the grantor/maker of such

conveyance or document, which grantor/maker shall be "Developer" hereunder at the time of such conveyance or execution of such document; provided, further, upon such designation of such successor Developer, all rights of the former Developer in and to such status as "Developer" hereunder shall cease, it being understood that as to the Condominium, there shall be only one Person entitled to exercise the rights and powers of "Developer" hereunder at any one point in time.

(k) Eligible Mortgage Holder means a holder of a first Mortgage on a Unit, secured by the Unit, who has requested notice of certain matters as set forth herein.

(l) Floor Plans means any and all floor plans for the Annex At Toler's Cove Horizontal Property Regime attached hereto as Exhibit "C" and made a part hereof as amended from time to time.

(m) General Common Elements mean those portions of the property subject to this Master Deed which are not included within the boundaries of a Unit, as more particularly described herein.

(n) Joint Use Agreement entered into by and between Toler's Cove Homeowner's Association, Inc. and Annex at Toler's Cove Owner's Association, Inc. recorded in the Charleston County ROD Office, a copy of which is attached hereto as Exhibit "G", and entitled "Amendment to the Master Deed of Toler's Cove HPR To Establish Easement and Joint Use Agreement".

(o) Limited Common Elements mean a portion of the General Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth herein.

(p) Majority means those eligible votes, Owners or other group as the context may indicate totaling at least fifty-one percent (51%) of the total eligible number.

(q) Mortgage means any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(r) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(s) Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(t) Owner or Co-Owner means the record title holder of a Unit, but shall not include a Mortgage Holder.

(u) Person means any individual, corporation, firm, association, partnership, trust or other legal entity.

(v) Survey means any and all plats of survey for the Regime attached to this Master Deed as an exhibit or attached to any amendment of this Master Deed as an exhibit and recorded in the Charleston County, South Carolina Office of Register of Deeds ("ROD").

(w) Unit or Apartment means that portion of the Condominium intended for individual ownership and use, as more particularly described herein and shall include the undivided ownership in the General Common Elements assigned to the Unit hereunder.

3. LOCATION, PROPERTY DESCRIPTION, SURVEY AND FLOOR PLANS.

The Land which is being submitted to the Condominium created and established by this Master Deed is more particularly described in Exhibit "A" hereto and incorporated herein by this reference. Survey and Floor Plans relating to the Condominium Units are attached hereto as Exhibit "B" and "C," respectively, and are made a part hereof. Survey and Floor Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein. So long as Developer owns at least one (1) Unit, Developer reserves the right, but shall have no obligation, to make improvements and changes to all or part of the General Common Elements and the Units owned by Developer or its affiliates (other than changes to the location of Unit boundaries unless expressly permitted herein), including, without limitation, addition and realignment of parking spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to building exteriors, and extension of the drives and utility lines and pipes located in the Regime.

4. UNITS AND BOUNDARIES.

The Regime contains six (6) Units, the Limited Common Elements and the General Common Elements as depicted on Exhibit "B". The floor plans of the Units are depicted on Exhibit "C." Each Unit will be conveyed as a separately designated and legally described freehold estate subject to the Act and this Master Deed and all exhibits attached hereto. Each Unit includes that part of the structure which lies within the boundaries described in subsections (a) and (b) below.

(a) Vertical Boundaries. The vertical boundaries of each Unit shall be the vertical planes of the unfinished surfaces of the interior walls of the Unit. The vertical boundaries include the sheet rock on the Unit side of the walls, and they are extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit.

(b) Horizontal Boundaries. The lower horizontal boundaries of a Unit shall be the plane formed by the upper finished surface of the concrete slab on which the Unit is constructed, with the flooring and subflooring constituting part of the Unit. The upper horizontal boundary shall be the plane formed by the uppermost, unexposed surface of the wall board or other material comprising a part of the ceiling enclosing the uppermost story of the Unit.

If any chutes, flues, ducts, conduits, wires, pipes or other apparatus are partially within and partially outside the designated boundaries of a Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while all portions thereof which serve more

than one Unit or any portion of the General Common Elements shall be deemed a part of the General Common Elements. Entry doors and exterior glass surfaces, including, but not limited to, windows and glass doors, serving the Unit shall be included within the boundaries of the Unit. Heating and/or air conditioning systems serving a single Unit (including any part of any such system located outside the boundaries of the Unit), all duct work for such heating and/or air conditioning systems, and appliances and plumbing fixtures within a Unit shall be part of the Unit.

In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building in which the Unit is located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the General Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

Also included with the ownership of each Unit will be the rights and obligations contained in the Joint Use Agreement referenced in Section 1(n) of this Master Deed and attached hereto and made a part hereof as Exhibit "G".

5. GENERAL COMMON ELEMENTS.

The General Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit, which General Common Elements include, but are not limited to, certain utilities, fences, paved areas, walls, retaining walls, roofs, roof decks, exterior walls of the building(s), outside parking areas and lighting for same, landscaping and entry features, if any.

Ownership of the General Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the General Common Elements attributable to each Unit is set forth in Exhibits "E" attached hereto. Such percentages may be altered only with the consent of all Owners and Mortgagees, or such lesser number as may be prescribed by the Act, expressed in a duly recorded amendment to this Master Deed, except as provided in Section 12(c).

The General Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the General Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENTS.

(a) General. The Limited Common Elements located on the Condominium and the Units to which they are assigned are:

(i) any portion of any heating and/or air conditioning system or other utility system (including the duct work from such system) which serves more than one Unit, but less than all Units, is assigned as a Limited Common Element to the Units so served;

(ii) the real property on which there is located any portion of the heating and/or air conditioning system (including the duct work from such system) serving a single Unit is assigned as Limited Common Element to the Unit so served;

(iii) any balcony, porch or deck attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves;

(iv) any utility meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served;

(v) any utility meter and/or utility meter area serving more than one Unit, but less than all Units, is assigned as Limited Common Elements to the Units so served;

(vi) the mailbox assigned to a Unit is a Limited Common Element of the Unit to which it is assigned; and

(vii) any driveway and parking space serving only one Unit is assigned as a Limited Common Element to the Unit so served.

(b) Assignment and Reassignment. The Board, without need for a membership vote, is hereby authorized to assign and reassign Limited Common Elements and to assign General Common Elements, not previously assigned, as Limited Common Elements. A General Common Element not previously assigned as a Limited Common Element may be so assigned by the Board, and a Limited Common Element may be reassigned by the Board, without need for a membership vote, upon written application to the Board by the Owner or Owners requesting the exclusive use of such General Common Element, or in the case of a reassignment of a Limited Common Element, upon written application to the Board by the Owner(s) of the Unit(s) to which the Limited Common Element appertains and the Owner(s) of the Unit(s) to which the Limited Common Element is to be reassigned. The Board has the right and authority to approve or disapprove any such application; provided, however, so long as Developer owns at least one (1) Unit or has the right to expand the Horizontal Property Regime, it shall be mandatory that the Board approve any such application upon request made by the Developer. Upon Board approval of the application, an amendment to the Master Deed assigning the General Common Element as a Limited Common Element or reassigning the Limited Common Element shall be prepared and executed on behalf of the Association, without need for a membership vote, which amendment shall be executed by the Owner or Owners making such application and recorded in the RMC Office for Charleston County, South Carolina. Assignments and reassignments of Limited Common Elements and assignments of General Common Elements other than as provided in this subsection are prohibited.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, Owners are entitled to one (1) vote for each Unit in which such Owner holds the interest required for membership, which shall be appurtenant to such Unit, and which shall be in accordance with the percentage of undivided interest in the General Common Elements attributable to the Unit as set forth in Exhibits "E" attached hereto and by this reference incorporated herein.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the General Common Elements appurtenant to the Unit, as shown on Exhibits "E" attached hereto and by this reference incorporated herein.

(a) Common Expenses. Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the above allocation of liability for Common Expenses.

(b) Special Assessment. The Board shall have the power to assess specially pursuant to this subsection and to Section 27-31-190 of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future, including, without limitation, with respect to expenses for which the Board has not previously exercised such power. Fines levied pursuant to this Master Deed and/or the Bylaws, and the cost of maintenance performed by the Association for which the Owner is responsible under Article VI of the Bylaws shall be special assessments.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right:

(a) in accordance with Section 27-31-280 of the Act, and as otherwise provided herein, to enter any portion of the Condominium for maintenance, emergency, security or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board, officers, agents, employees or managers; except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Owner or Occupant; for purposes hereof, an emergency justifying immediate entry into a Unit shall include, but not be limited to, the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that an individual or animal

might be injured or sick and require immediate medical attention; no one exercising the rights granted in this subsection shall be liable for trespass, damages or in any other manner by virtue of exercising such rights; the failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability for any of the above-referenced parties, it being deemed and agreed that no duty to enter a Unit and/or any other portion of the Condominium shall exist;

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Elements and General Common Elements;

(c) to enforce use restrictions, other Master Deed and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges (which shall not be construed as limiting any other legal means of enforcement);

(d) to grant permits, licenses, utility easements and other easements;

(e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;

(f) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Master Deed;

(g) to represent the Owners in dealing with governmental entities with respect to the Area of Common Responsibility;

(h) to require each Owner to install separate utility meters for each Owner's Unit at the Owner's cost, or to install such meters and assess the costs thereof against each Unit as provided herein;

(i) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(j) to approve contractors or subcontractors who have access to the Condominium for the purpose of making repairs, improvements or modifications to Units based on criteria adopted by the Board, which may include, without limitation, insurance requirements, deposits for use of any trash receptacle, if any, and construction deposits to be paid to the Association; costs for repair of damage to the Condominium due to or as a result of such work may be deducted from construction deposits and any additional costs may be specially assessed against the Unit pursuant to Section 9(b);

(k) at the sole expense of the Association, without need for a membership vote, and without the consent of any affected Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, electrical or other utility system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit as existed prior to the relocation; and

(l) to close permanently or temporarily any portion of the General Common Elements (except for the Limited Common Elements, any General Common Elements the use of which is reasonably necessary for access to or egress from a Unit, and any portion of the General Common Elements over, on or upon which the Developer has an easement) with thirty (30) days prior notice to all Owners, except that in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing; notwithstanding the above, the Owners may re-open closed General Common Elements by a Majority of the total Association vote cast at a duly called special or annual meeting.

10. INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 27-31-240, as amended, and as required herein. The Association's insurance policy may exclude improvements and betterments made by the Owners and may exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e., paint, wallpaper, paneling, other wall covering, tile, carpet and any floor covering; provided, however, floor covering does not mean unfinished hardwood or unfinished parquet flooring).

All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board, officers, all agents and employees of the Association, the Owners, and their respective Mortgagees, and all other Persons entitled to occupy any Unit, as their interests may appear. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs, and each Owner shall have the right to obtain additional coverage at such Owner's own expense.

All Association insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees, if any. At least every two (2) years the Board shall conduct an insurance review to verify that the policies in force are adequate to meet the Association's needs. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to so verify.

(a) General. The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

(iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board, or any of their agents, employees or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Units; and

(v) an agreed value endorsement and an inflation guard endorsement.

(b) Company. All policies of insurance shall be written with a company licensed to do business in the State of South Carolina. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Losses. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) Contribution; Owner Policies. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of all structural improvements made by the Owner to such Owner's Unit. Any Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at such Owner's expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify the Board in writing in the event such policy is canceled.

(e) Other Insurance. In addition to the insurance required above, the Board shall obtain as a Common Expense:

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) public liability insurance in the amount of at least One Million Dollars, and officers' and directors' liability insurance in such amounts as the Board may determine; the

public liability insurance shall contain a cross liability endorsement;

(iii) fidelity bonds or dishonesty insurance, if reasonably available, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds; such bonds, if reasonably available, shall be of an amount in the business judgment of the Board, but in no event less than three (3) month's assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage may be less than the foregoing based on the implementation of financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls, and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses such company's services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two (2) members of the Board must sign any checks written on the reserve account; and

(iv) such other insurance as the Board may determine to be necessary.

(f) Exclusions. Insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the original Survey or Floor Plans or included in the original mortgage, nor shall the Association include public liability insurance for individual Owners for liability arising within the Unit.

(g) No Priority for Disbursement. Nothing contained herein gives any Owner or other party a priority over any rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(h) Owner Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of such Owner's Unit to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association.

(i) Insurance Deductibles. In the event of an insured loss, any required deductible shall be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and General Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Person's portion of the total cost of repair or otherwise as the Board determines to be equitable. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to such Owner's Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess

the cost to the Owner and such Owner's Unit pursuant to Section 9.

(j) Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in any payment owed to the Association, including, without limitation, any assessment under Article VI of the Bylaws, the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

11. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless Owners representing at least eighty percent (80%) of the total Association vote, including the Owner(s) of any damaged Unit(s), elect not to proceed with the reconstruction and repair of the structure, the Board or its agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in the Condominium Instruments shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any Unit.

(a) Cost Estimates. Promptly after a fire or other casualty causing damage to the Condominium, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Unit) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Unit(s) damaged in proportion to the damage to such Unit(s) or against all Units, in the case of insufficient funds to cover damage to the General Common Elements. This assessment shall not be considered a special assessment as discussed in Article VI, Section 5 of the Bylaws. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(d) Encroachments. Encroachments upon or in favor of Units which may be created

as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Section, to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

12. ARCHITECTURAL CONTROLS.

(a) Architectural Standards. Except as provided herein, no Owner, Occupant, or any other Person (including, without limitation, the Association) may make any encroachment onto the General Common Elements or Limited Common Elements, or make any exterior or interior change, alteration, or construction in or to a Unit (including painting, utility work and/or alteration, installation of alarms and/or alarm systems, and landscaping), nor erect, place or post any object, sign, clothesline, speaker, playground equipment, light, storm door or window, door knob or knocker, artificial vegetation, woodpiles, exterior sculpture, fountains, flags, or thing on the exterior of the buildings (except for reasonable seasonal decorations displayed in only windows between Thanksgiving and January 15), in any windows (except window treatments as provided herein), on any Limited Common Elements or on any other General Common Elements, without first obtaining the prior written approval of the Architectural Control Committee (ACC). The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography. Notwithstanding the above, Developer and its affiliates shall not be required to obtain any approvals under this Section.

Applications for approval of any such modification or addition shall be in writing and shall provide such information as the ACC may reasonably require. The ACC shall be the sole arbiters of such application and may withhold approval for any reason, including purely aesthetic considerations, and shall be entitled to stop any construction which is not in conformance with approved plans. The Board or ACC may publish written architectural standards for exterior, interior and General Common Element alterations or additions.

If the ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as may be reasonably required have been actually received by it, approval will not be required and this subsection will be deemed complied with; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Master Deed, the Bylaws, or the rules and regulations.

(b) Architectural Control Committee. The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Owners the authority to serve on the ACC. The chairperson of the ACC shall be a Board member.

(c) Condition of Approval. As a condition of approval for requested construction, change, addition, or alteration, an Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such construction, change, modification, addition, or alteration. It is the responsibility of each Owner to determine on such Owner's own behalf what modifications have been made to such Owner's Unit by any predecessor-in-interest. In the discretion of the ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The ACC also may establish such other conditions of approval as each may determine necessary or appropriate, including reasonable construction commencement and completion times.

(d) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only. The Board, the ACC, their respective members, and the Association, the Developer and its affiliates, and their respective officers, directors, employees and agents, shall not bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Board, the ACC, their respective members, and the Association, the Developer and its affiliates, and their respective officers, directors, employees and agents, shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the Board, ACC members will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that different architectural and other standards may be adopted and/or applied for different parts of the Condominium, based on street visibility, location of proposed modification in a building, or other criteria reasonably determined. Approval hereunder shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) Enforcement. Any construction, alteration, or other work done in violation of this Section shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to do so, the Board shall have the right to enter the property and do so. All costs thereof, including, without limitation, reasonable attorney's fees, shall be chargeable to, and collectable from, such Owner and/or shall be an assessment and lien against such Owner's Unit, collectable in the manner provided under Article VI of the Bylaws for the collection of assessments.

In addition, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines for violation of this Section. The Board, on behalf of the Association, may pursue all legal and equitable remedies available to enforce the provisions of this Section and decisions made pursuant thereto. Furthermore, the Board shall have the authority to record, in the land records of the county in which the Condominium is located, notices of violation of the provisions of this Section.

If any Owner or Occupant makes any change, alteration, or construction (including landscaping) upon the General Common Elements or Limited Common Elements in violation hereof, such Owner or Occupant does so at such Owner's or Occupant's sole risk and expense, and subject to possible removal by the Board or Master Association at any time. However, if the change, alteration or construction is permitted to remain on the General Common Elements or Limited Common Elements, it shall so remain without reimbursement to the Owner or Occupant for any expense such Owner or Occupant may have incurred in making the change, alteration or construction.

(g) Commencement and Completion of Construction. All changes, modifications and improvements approved hereunder must be commenced within ninety (90) days from the date of approval. If such work is not commenced within such time period, then such approval shall be deemed revoked, unless the ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

(h) Lighting. Notwithstanding any other provision herein, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: (1) seasonal decorative lights during the Christmas season; (2) illumination of model Units and entrance features constructed by Developer or its affiliates; and (3) other lighting originally installed by the Developer or its affiliates. Plans for all other exterior lighting must be submitted and approved in accordance with the provisions herein. Decorative post lights will not be approved unless they conform with established street lighting. The Board may establish a time limit for such lighting to be taken down.

13. USE RESTRICTIONS.

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Condominium Instruments and the Association's rules and regulations. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments, the Association may take action hereunder against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board may adopt rules and regulations in accordance with the terms hereof and of the Bylaws.

(a) Use of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Condominium, except that the Owner or Occupant residing in a Unit may conduct ancillary business activities within the Unit so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Unit;

(ii) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Unit without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Condominium;

(iv) the business activity does not unreasonably increase traffic in the Condominium (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) the business activity does not increase the insurance premium paid by the Association, or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as determined in the Board's discretion; and

(vii) the business activity does not result in a materially greater use of General Common Elements or Association facilities or services.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full- or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefore. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subsection. The Board shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

This subsection shall not apply to activities of the Association. Leasing of a Unit shall not be considered a trade, business or business activity.

(b) Alteration of Units. Subject to the other provisions of this Master Deed, relocation of the boundaries between adjoining Units, and subdivision of Units are subject to the following restrictions:

(i) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in accordance with the provisions of this Master Deed and, for so long as Developer owns at least one (1) Unit, only with the prior written consent of the Developer. The Developer shall have the right to relocate boundaries between Units owned by the Developer or its affiliates without the approval of the Association, the Board, the ACC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Master Deed executed on behalf of itself and the Association, if and as necessary.

(ii) Subdivision of Units. No Unit shall be subdivided into a smaller Unit or Units. Notwithstanding anything to the contrary contained herein, the Developer shall have the right to subdivide a Unit or Units owned by the Developer or its affiliates without the approval of the Association, the Board, the ACC or any other Person or group, and the Board shall take such steps as may be necessary to have the required amendment(s) to the Master Deed executed on behalf of itself and the Association, if and as necessary.

(c) Detached and Converted Structures. No detached structure shall be placed, erected, allowed or maintained upon the Common Property unless installed by the Developer, without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling Unit. In no event shall any trailers, campers, vehicles, shacks, tents, any garages (attached and detached), barns or other structures be used as a residence or living space in any manner whatsoever, either temporarily or permanently, within the Regime. Specifically, no garage, including, but not limited to, attached and detached garages, shall be utilized in any manner whatsoever as an additional living space or residence.

However, this Section shall not be construed to prevent Developer and those engaged in development, construction, marketing, property management or sales from using sheds, trailers or other temporary structures from any of the forgoing purposes. In addition, nothing in this Master Deed shall be construed to prevent Developer from developing, constructing, marketing, or maintaining model Units within the Regime.

(d) Use of General Common Elements. There shall be no obstruction of the General Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the General Common Elements, without prior written Board consent, except as specifically provided herein. Except as necessary for required maintenance of HVAC units, there shall be no use of the roofs of the Condominium buildings by the Owners, or by their family members, guests, tenants, invitees, agents and contractors, or by anyone else. The Association and its agents and contractors shall have access to the roofs for performing the Association's maintenance and repair responsibility, and otherwise as determined by the Board. There shall be no gardening or landscaping on the General Common Elements without prior written Board

consent. This subsection shall not apply to the Developer or its affiliates so long as the Developer or its affiliates shall own at least one (1) Unit.

(e) Use of Limited Common Elements. Use of the Limited Common Elements is restricted exclusively to the Owner(s) of the Unit(s) to which such Limited Common Elements are assigned, and said Owner's family members, guests, tenants and invitees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the General Common Elements in general, and the restrictions applicable to the General Common Elements shall also apply to the Limited Common Elements.

There is a deck on each of the Units. The following shall be subject to the architectural control provisions of Section 12: placement of any object or thing on or about any such deck; any change, alteration or construction to, on or about any such deck; enclosure of any such deck; and any other activity or matter involving any such deck.

(f) Prohibition of Damage, Nuisance and Noise. Without prior written consent of the affected party, nothing shall be done or kept on the Condominium which would increase the rate of insurance for the Association, or any Unit, which would be in violation of any statute, rule, ordinance, regulation, permit or other governmental requirements.

It is the nature of multi-family properties (of which the Condominium is a part) that dwelling Units are built in close proximity to one another (resulting in sharing of common walls, floors and ceilings) and that noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Owners, lessees and other Occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. It is recognized that sound insulation from an adjacent occupancy in a manner comparable to a detached single-family residence is impossible to attain, and Owners and Occupants hereby acknowledge and accept that limitation. Owners and Occupants acknowledge that there will usually be some audio awareness of one's neighbors, depending upon the situation. Modification of design of the structures, or related components thereof, by Owners and Occupants could alter sound insulation. Accordingly, all such modifications are regulated by this Master Deed, and the Owners and Occupants should review the Master Deed for further information with respect to sound attenuation.

Noxious, destructive or offensive activity shall not be carried on within the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health of, or unreasonably annoy, disturb or cause embarrassment or discomfort to, other Owners or Occupants, or which constitutes, in the sole opinion of the Board, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of the Unit or the General Common Elements in any manner which creates disturbing noises, including, without limitation, window air conditioning units, window fans, and use of stereo speakers or equipment that will, in the sole discretion of the Board, interfere with the rights, comfort or convenience of the other Owners or Occupants. Accordingly, no Owner or Occupant shall install any equipment mentioned herein, including, but not limited to, speakers, air conditioning units, etc., of any kind in the common party wall of a

Unit. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with such Owner's property or personal rights.

All Owners and Occupants acknowledge and understand that the Developer and others under Developer's direction or consent will be constructing certain portions of the Condominium and adjacent areas that are not part of the Condominium and no such construction or noise associated therewith shall be deemed a nuisance or discomfort pursuant to the terms hereof.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Board, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the General Common Elements, or any part thereof, shall be permitted by any Owner or member of such Owner's family or any invitee of any Owner. Each Owner shall indemnify and hold harmless the Association, the other Owners, the Developer and its affiliates, and the directors, officers, employees and agents of the Association, from and against any and all loss to any such Person resulting from any such damage or waste caused by such Owner, members of such Owner's family, such Owner's or family members' guests and invitees, or Occupants of such Owner's Unit.

(g) Firearms and Fireworks. The display or discharge of firearms or fireworks within the Condominium is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(h) Animals. No Owner or Occupant may keep animals, other than a reasonable number of generally recognized household pets, on any portion of the Condominium, all as determined in the discretion of the Board. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. No structure for the care, housing, or confinement of any animal shall be constructed or maintained on any part of the General Common Elements, including Limited Common Elements, without prior written ACC approval (and in accordance with Section 12). Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within an enclosed balcony or deck when attended by a person. Any animal feces left upon the General Common Elements must be removed immediately by the owner of the animal or the person responsible for the animal.

No potbellied pigs, venomous snakes, pit bulldogs, rottweilers, Doberman pinchers, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any animal which, in the Board's opinion, endangers the health of any Owner or Occupant, or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days' written notice. If the Owner or Occupant fails to do so, the Board may remove the animal. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety

or property of any Person may be removed by the Board without prior notice to the animal's owner.

Any Owner or Occupant who keeps or maintains any animal upon the Condominium shall be deemed to have agreed to indemnify and hold harmless the Association, the Developer and its affiliates, and the directors, officers, employees and agents of the Association, from and against any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Condominium.

(i) Parking. Parking spaces are assigned to specific Units and the Unit so assigned have the exclusive use of its respective parking space. Unless otherwise approved by the Board, the use of parking spaces is limited to personal vehicles, small boats and trailers. No Owner or Occupant may keep or bring onto the Condominium more than a reasonable number of vehicles per Unit at any time, as determined by the Board. The Board may adopt reasonable rules limiting the number of vehicles which may be parked at the Condominium.

Upon approval of the Board, Owners may store paddleboards, surfboards, kayaks and/or bicycles in the garage provided that they do not inhibit access to and from the parking garage or the use of parking spaces.

Disabled vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable.

Panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as non-commercial passenger vehicles and receiving a "car" or "passenger vehicle" classification by the South Carolina Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium except in areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the General Common Elements during normal business hours for the purpose of serving any Unit or the General Common Elements, but no such vehicle shall remain on the General Common Elements overnight or for any purpose, except serving a Unit or the General Common Elements, without prior written Board consent. No owner may park a vehicle in a guest space on a permanent, ongoing basis.

If any vehicle, boat or trailer is parked on any portion of the Condominium in violation hereof or in violation of the Association's rules, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of an individual to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Condominium stating the name and telephone number of the Person which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If any vehicle, boat or trailer is parked in a fire lane, is blocking another vehicle or access to a Unit or parking space, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle, boat or trailer may be towed immediately. If a vehicle, boat or trailer is towed in accordance with this subsection, the Developer, its affiliates, the Association, and any director, officer, employee or agent of any of the foregoing, shall not be liable to any Person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of, all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(j) Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 13(j), is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the General Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove the personal property and either discard or store the personal property in a location which the Board may determine, and the Board shall have no obligation to return or replace such property or reimburse the owner of the property. The notice shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

The Developer, its affiliates, the Association and any director, officer, employee or agent of any of the foregoing, shall not be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(k) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to the Condominium, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. If during the months specified above the heating equipment is not working properly, the Owner or Occupant shall immediately inform the Board of this failure of the equipment and of the time needed to

repair the equipment. The Board may fine any Owner or Occupant and/or cause the water service to the violator's Unit to be discontinued for violation hereof, in addition to any other remedies of the Association.

(l) Signs. No sign of any kind, whether temporary or permanent, shall be erected or displayed within the Regime without the prior written consent of the Board except: (a) one (1) professional security sign consistent with the standard of the project not to exceed four inches (4") by four inches (4") in size displayed from within a Unit; (b) such signs as may be required by legal proceedings; and (c) signs erected by Developer and its affiliates. The Board shall have the right to erect any reasonable and appropriate signs. The Board may impose a fine against any Owner or Occupant of up to Five Hundred Dollars (\$500.00) per day for violations of this Section in addition to any other remedies of the Association. Any fine imposed pursuant to this Section shall be deemed an assessment against the Unit and may be collected in the same manner as provided herein for collection of assessments.

(m) Antennas and Satellite Dishes. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the Regime, including any Unit, unless approved by the Board. Owners shall install any permitted antennae on the rear of the dwelling unless such installation (1) imposes unreasonable delay or prevents the use of the antennae; (2) unreasonably increases the cost of installation; or (3) an acceptable quality signal cannot otherwise be obtained. The Board and Developer (and its affiliates) reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Regime. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.

(n) Refuse. Garbage cans and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets and property located adjacent to the Unit. Developer, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow, in Developer's sole discretion, developers and builders within the Community to do so. All rubbish, trash and garbage shall be regularly removed from the Units and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the General Common Elements or Limited Common Elements outside the Units, temporarily or otherwise, except as provided herein. Rubbish, trash and garbage shall be disposed of in sealed plastic bags in accordance with any and all rules that may be enacted by the Board of Directors from time to time. The Association may, but shall not be required to, contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. The Board of Directors shall determine the type of trash and recycling receptacles for the Community. If individual trash and recycling receptacles are used, such receptacles shall be placed in the easement area no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash and recycling pick up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

(o) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other

mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Units.

(p) Garage Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board.

(q) Window Treatments. Bed sheets, blankets, paper and similar type items shall not be used as window treatments. No foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose unless approved by the ACC or the Board.

(r) Solar Devices. No device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Condominium, including any Unit, without the prior written consent of the Board or its designee.

(s) Exterior Colors. As exterior maintenance of Units, including, without limitation, painting, is the responsibility of the Association, no Person may paint or otherwise alter the exterior of any Unit or improvements constructed or maintained thereon without the prior written consent of the Board or its designee.

(t) Mailboxes. No mailboxes and appurtenant posts and/or structures shall be erected without the prior written approval of the Board or its designee. Generally, the foregoing must be of the same type and color as that originally installed by Developer or its affiliates.

(u) Entry Features and Street Signs. No Person shall alter, remove or add improvements to any entry features or street signs constructed within the Condominium, or any part of any easement area associated therewith, without the prior written consent of the Board or its designee.

(v) Developer Right. Notwithstanding any provisions contained in this Master Deed to the contrary, for so long as Developer owns at least one (1) Unit, it shall be expressly permissible for Developer and its affiliates, contractors, agents, employees, assigns and representatives to maintain and carry on, upon such portion of the Condominium as Developer may deem necessary, such facilities and activities as in the Developer's sole opinion may be reasonably required, convenient or incidental to the repair (if any) and sale of the Units, including, but without limitation, business offices, signs, model units, construction trailers and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities in the Condominium for such purposes and to use the Units owned by Developer and its affiliates as model units and as offices for the sale of the Units and related activities.

(w) Swimming Pools. No swimming pool is permitted on Regime property unless installed by Developer.

14. LEASING.

As used herein, "leasing" shall mean the regular, exclusive occupancy of a Unit by any Person(s) other than the Owner for which the Owner receives any direct or indirect monetary or economic benefit; the occupancy of a Unit by a roommate of an Owner then occupying a Unit shall not constitute leasing.

(a) General. Owners desiring to lease their Units may do so only if they have submitted a copy of the lease to the Board in accordance with the provisions of this Section 14.

(b) Leasing Provisions. Leasing which is authorized, pursuant to a permit, hereunder shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Master Deed and any rules and regulations adopted pursuant thereto.

(ii) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for a term of not less than six (6) months. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Master Deed, Bylaws, and the Association's rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of General Common Elements, and Compliance with Master Deed, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and Association rules and regulations adopted pursuant thereto (collectively, "Governing Documents"), and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner (lessor) shall cause all Occupants of such Owner's (lessor's) Unit to comply with the Governing Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing

Documents for which a fine is imposed, notice of the violation shall be given to the lessor and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the lessor shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Governing Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the lessor to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including, without limitation, the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the lessor, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(B) Use of General Common Elements. The lessor transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the lessor has to use the General Common Elements and the Master Association common property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(C) Liability for Assessments. If lessor fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then lessor hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were the owner of the Unit. The above provision shall not be construed to release the lessor from any obligation, including the obligation for assessments, for which lessor would otherwise be responsible.

(c) Applicability. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Developer, the Association, or the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit.

15. SALE OF UNITS.

Except for the Developer, an Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the

notice (i) the name and address of the intended grantee; and (ii) such other information as the Board may reasonably require. This provision shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the Owner shall give written notice to the Board of such Owner's ownership of the Unit. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining such Owner's identity.

16. MORTGAGEE'S RIGHTS.

(a) Termination. Any election to terminate the Condominium regime shall require approval of Owners holding one hundred (100%) percent or more of the total eligible votes in the Association and Eligible Mortgage Holders of first Mortgages on Units to which at least one hundred (100%) percent of the votes of Units subject to Mortgages held by such Eligible Mortgage are allocated.

(c) Assessments. Where the Mortgagee holding a first Mortgage of record or a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Unit), or other purchaser of a Unit, obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, such Person shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such Person, its successors and assigns. Additionally, such Person shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(d) Notice. Upon written request to the Association identifying the name and address of the Mortgage holder and the Unit number or address, any Mortgage Holder, insurer or guarantor of a first Mortgage on a Unit, will be entitled to timely written notice of:

(i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to its Mortgage for a period of sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

(e) Financial Statement. Any holder, insurer or guarantor of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the audited financial statements of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(f) Applicability of Certain Provisions. Notwithstanding anything to the contrary herein contained, the provisions of Sections 14 and 15 governing leases and sales shall not apply to impair the right of any first Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or
- (ii) take a deed or assignment in lieu of foreclosure; or
- (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(g) No Priority. No provision of this Master Deed or the Bylaws gives any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the General Common Elements.

(h) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee holding a Mortgage encumbering such Owner's Unit.

(i) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

(j) Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete, modify or add to any of their respective requirements for projects such as the Condominium or make any such requirements less or more stringent, the Board, without approval of the Owners or any other Person or group, may cause an amendment to this Master Deed to be recorded to reflect such changes.

(k) Construction of this Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Condominium Instruments or South Carolina law for any of the actions set forth in this Section.

17. GENERAL PROVISIONS.

(a) Security. The Developer and the Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium and the Units safer than they otherwise might be. HOWEVER, THE

ASSOCIATION, THE DEVELOPER, ITS PARTNERS AND AFFILIATES, ANY SUCCESSOR DEVELOPER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM, NOR SHALL ANY OF THE FOREGOING BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. FURTHERMORE, THERE IS NO GUARANTEE FROM ANYONE THAT NON-UNIT OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR IS THERE ANY GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER UNIT OWNERS OR OCCUPANTS. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, THE DEVELOPER, ITS PARTNERS AND AFFILIATES, ANY SUCCESSOR DEVELOPER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, ARE NOT INSURERS AND THAT EACH PERSON USING THE CONDOMINIUM ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY, TO UNITS, AND TO THE CONTENTS OF UNITS AND THE STRUCTURES THEREON RESULTING FROM ACTS OF THIRD PARTIES.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

(c) Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the General Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such General Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Developer no longer has the right to appoint and remove directors and officers of the Association, as set forth in Article III, Section (A)(2), of the Bylaws, the Board may negotiate the resolution of any alleged defect(s) in the General Common Elements on behalf of the Owners and shall have the

right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. This subsection may not be amended without the written consent of the Developer.

(d) Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the total Association vote. This subsection shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Master Deed (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Article VI of the Bylaws, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This subsection shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above and such amendment is consented to in writing by the Developer.

(e) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Master Deed, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

(f) Parking Areas. The Developer, its affiliates, and the Association, and any director, officer, employee or agent of any of the foregoing, shall not be liable for loss or damage to any property, including, without limitation, vehicles, placed or kept in any parking space or area in the Condominium. All Owners, Occupants and other Persons who use a parking space or area in the Condominium do so at their own risk.

(g) Disclosures. Every Owner, by acceptance of a deed to a Unit, acknowledges that it will be subject to and bound by the Condominium Instruments.

Each Owner and Occupant also acknowledges the following:

(i) Access to the Condominium is through private streets maintained by the Master Association.

(ii) The views from Units can change over time due to, among other things, additional development and the removal or addition of landscaping.

(iii) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(iv) Since in every development, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of an Owner's Unit which the Owner and/or Occupant thereof finds objectionable and that it shall be the sole responsibility of the Owner and/or Occupant to become acquainted with conditions outside such Owner's or Occupant's Unit which could affect the Unit.

(v) No representations are made that the Units are or will be soundproof or that sound may not be transmitted from one Unit to another.

(vi) Plat and Floor Plans and the dimensions and square footage calculations shown thereon and on Exhibit "B" are only approximations. Any Owner or other Person who is concerned about any representations regarding Plat and/or Floor Plans should do independent investigation as to the dimensions, measurements and square footage of such Owner's or Person's Unit.

(h) Successor Developers. Any successor to the Developer shall not be responsible or subject to liability, by operation of law, or through the purchase of Developer's interest in the Condominium or any portion thereof at foreclosure, or otherwise, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time the successor succeeded to the interest of the Developer.

(i) Contracts Executed During Developer Control. All contracts or leases executed by or on behalf of the Association during the period in which the Developer has the right to appoint the directors and officers of the Association under the Bylaws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' prior written notice.

Each Owner acknowledges that Developer and its affiliates may provide services utilized by communities such as the Condominium, including, but not limited to, property management and landscape services. Each Owner consents and agrees that the Association, acting through the Developer-appointed Board, may enter into service contracts with Developer and its affiliates on its own authority and without approval of any third party.

(j) Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee, shall be authorized to grant individual variances from any of the provisions of this Master Deed, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Condominium.

18. EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, that any proceeds received for a taking of the General Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, be: (a) distributed to the Owners as their interest may appear, (b) credited to future assessments due from the Owners, or (c) allocated to the Owners and deposited into the Association's operating account or reserve account to be applied to Common Expenses. Each institutional holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds.

19. EASEMENTS.

(a) Use and Enjoyment. Each Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the General Common Elements (including the right of access, ingress and egress to and from such Owner's or Occupant's Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units, (ii) the right of the Association to control the use and enjoyment of the General Common Elements as provided by the terms of this Master Deed, including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein and/or in the Bylaws, and (iii) the right of the Association to have access to the Units and Limited Common Elements to discharge its rights and obligations under the Condominium Instruments, including, without limitation, the maintenance responsibility of the Association. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with a non-exclusive easement of support for the benefit of such abutting Unit.

(b) Developer Easements. So long as Developer owns at least one (1) Unit, Developer and its affiliates, contractors, representatives, agents, assigns and employees shall have (i) an easement on, over, through, under and across the Condominium for the construction, installation, maintenance and use of signs, sales offices, business offices, construction trailers, promotional facilities and model units on the Condominium, together with such other facilities as in the opinion of Developer may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium and/or the Units therein, and (ii) a transferable easement on, over, through, under and across the General Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

(c) Unit Owner - Easement for Utilities. Developer hereby establishes for the benefit of each Unit a nonexclusive easement for access to and installation, maintenance, repair, replacement and use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such Unit and situated in, on or under any other Unit or Common Elements. The Board, without a vote of the Owners, shall have the right, power and authority to grant utility to other permits, licenses and easements under, through or over the Units and/or the Common Property as may be necessary to or desirable for the proper maintenance and/or ongoing operation of the Regime. If any Owner desires access to the attic or other areas of another Unit or to the Common Property in order to install, maintain, repair or replace any utility pipe, wire, cable, conduit, utility line, flue or duct, the Owner shall contact the Owner of such other Unit(s) or the Association, as the case may be, at least two (2) business days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of the property to which access is needed under this Section shall not unreasonably withhold, condition or delay such access. Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable

steps shall be taken to protect Units, Common Property, other property and the property of Owners and Occupants, and damage shall be repaired by the person causing the damage at its sole expense.

(d) Pest Control; Sprinkler Testing. The Association may, but shall not be obligated to, dispense chemicals for the extermination of insects and pests within the Units and General Common Elements. In addition, sprinklers, if any, may need periodic testing, although it is not the obligation or responsibility of the Association to do so. In the event the Association chooses to provide such pest control or in the event sprinkler testing is to be conducted, the Association and contractors, representatives, agents and other Persons authorized by the Board shall have an easement to enter Units for the purpose of testing sprinklers and/or dispensing chemicals for the extermination of insects and pests within the Units and General Common Elements, as applicable. Owners shall either provide a key to the Unit for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit for these purposes. The Developer, its affiliates, and the Association, and the directors, officers, employees and agents of any of the foregoing, shall not be liable for any illness, damage or injury caused by the testing of sprinklers or the dispensing of chemicals as described herein.

(e) Easements in Favor of Additional Property Owner. There is reserved to Developer and its successors and assigns, including, without limitation, any purchaser of the Additional Property or any portion thereof, a non-exclusive easement upon, across, above and under all property within the Condominium (including the General Common Elements and Limited Common Elements) for developing the Additional Property or portions thereof, whether or not such property is developed as part of the Condominium. In accordance therewith, it shall be expressly permissible for Developer and its successors and assigns to maintain and carry on, upon such portion of the Condominium as Developer or its successors and assigns may deem necessary, such facilities and activities as in the sole opinion of Developer or its successors and assigns may be required, convenient or incidental to development, construction and sales activities related to developing the Additional Property or portions thereof, whether or not such property is developed as part of the Condominium, including, but without limitation, the following:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Condominium;

(ii) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium; and

(iii) the right to carry on sales and promotional activities on the Condominium and the right to construct and operate business offices, signs, construction trailers, residences, promotional facilities, model units and sales offices; Developer and its affiliates may use residences, offices or other Units owned or used by Developer or its affiliates as model units and sales offices.

Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect

such property, and damage shall be repaired by the Person causing the damage at such Person's sole expense.

(f) Easement for Drainage. There is hereby reserved by the Developer and granted to the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Regime for access, ingress, egress, installation, alteration, repairing, replacing and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Developer and granted to the Association a blanket easement across all Units for creating and maintaining satisfactory drainage in the Regime; provided, however, such easement area shall not include any portion of a Unit within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Units will result from the construction of impervious surface within the Regime. Neither the Developer, the Association or any builder, nor Owner constructing according to plans and specifications approved in accordance with provisions herein shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Regime.

20. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Master Deed or by the Act, in which case such higher vote shall be necessary to amend such provision, this Master Deed may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the members of the Association holding at least two-thirds (2/3) of the total eligible vote thereof. As long as Developer owns at least one (1) Unit, any amendment to this Master Deed shall require the written consent of Developer. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the RMC Office for Charleston County, South Carolina. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with this Master Deed. Owners whose voting rights have been suspended pursuant to this Master Deed or the Bylaws shall not be counted toward the amendment requirement.

The Developer or the Board, without the necessity of a vote from the Owners, may amend this Master Deed or the Bylaws (aa) to comply with any applicable state, city, county or federal law, (bb) to bring the Condominium into compliance with applicable rules, regulations and/or requirements of the Fannie Mae and/or the Federal Home Loan Mortgage Corporation, and (cc) to correct scrivener's errors.

No provision of this Master Deed or the Bylaws which reserves or grants special rights to Developer and/or its affiliates shall be amended without the prior written consent of Developer and any affiliates affected by such amendment, so long as Developer and/or such affiliates, as the case may be, own at least one (1) Unit, any amendment to this Master Deed shall require the written consent of Developer.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

21. SEVERABILITY.

Invalidation of any of the covenants or restrictions set forth in this Master Deed, by judgment or court order or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

22. DEVELOPER RIGHTS.

Notwithstanding anything to the contrary herein, and in addition to Developer's right to appoint and remove officers and directors of the Association under Article III, Section (A)(2) of the Bylaws and other rights set forth herein, Developer and its affiliates shall have the right, as long as Developer owns at least one (1) Unit, to conduct such sales and marketing activities at the Condominium as Developer deems appropriate, and Developer and its affiliates shall have easement rights across the General Common Elements to erect signs and to conduct such other sales and marketing activity as provided herein.

23. NO DISCRIMINATION.

No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

24. USE OF NON-STRUCTURAL COMMON ELEMENTS OF TOLER'S COVE HOMEOWNER'S ASSOCIATION, INC.

The Owners of Units in the Annex will have the right to use Non-Structural Common Areas in Toler's Cove Horizontal Property Regime and shall pay Toler's Cove Homeowner's Association, Inc. a proportionate share of the expense to operate, maintain, repair and replace the Non-Structural Common Areas as set forth in the Joint Use Agreement recorded in the Charleston County ROD Office and attached hereto as Exhibit "G". Such payment shall be included in the annual budget for the Annex and shall be allocated to each Owner in accordance with their percentage interest.

25. PREPARER.

This Master Deed was prepared by:

Lydia P. Davidson, Esq.
Krawcheck & Davidson, LLC
9 State Street
Charleston, SC 29401
(843) 577-2577

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBMITTED PROPERTY

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the Town of Mt. Pleasant, County of Charleston, State of South Carolina, and being shown and designated as 7,552 Sq. Ft. 0.173 Ac. on that certain plat entitled "PLAT SHOWING THE SUBDIVISION OF PHASE IV TRACT C INTO A 0.173 ACRE TRACT AND A 31.094 ACRE TRACT FOR THE TOLER'S COVE MARINA TOWN OF MT. PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Forsberg Engineering and Surveying, Inc. dated April 12, 2002 and recorded April 22, 2002 in the ROD Office for Charleston County in Plat Book EF, Page 543. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

EXHIBIT "B"

PLAT AND PLOT PLAN

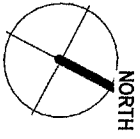
ATTACHED

EXHIBIT "C"



FLOOR PLANS AND ELEVATIONS

ATTACHED

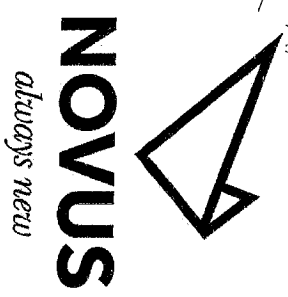
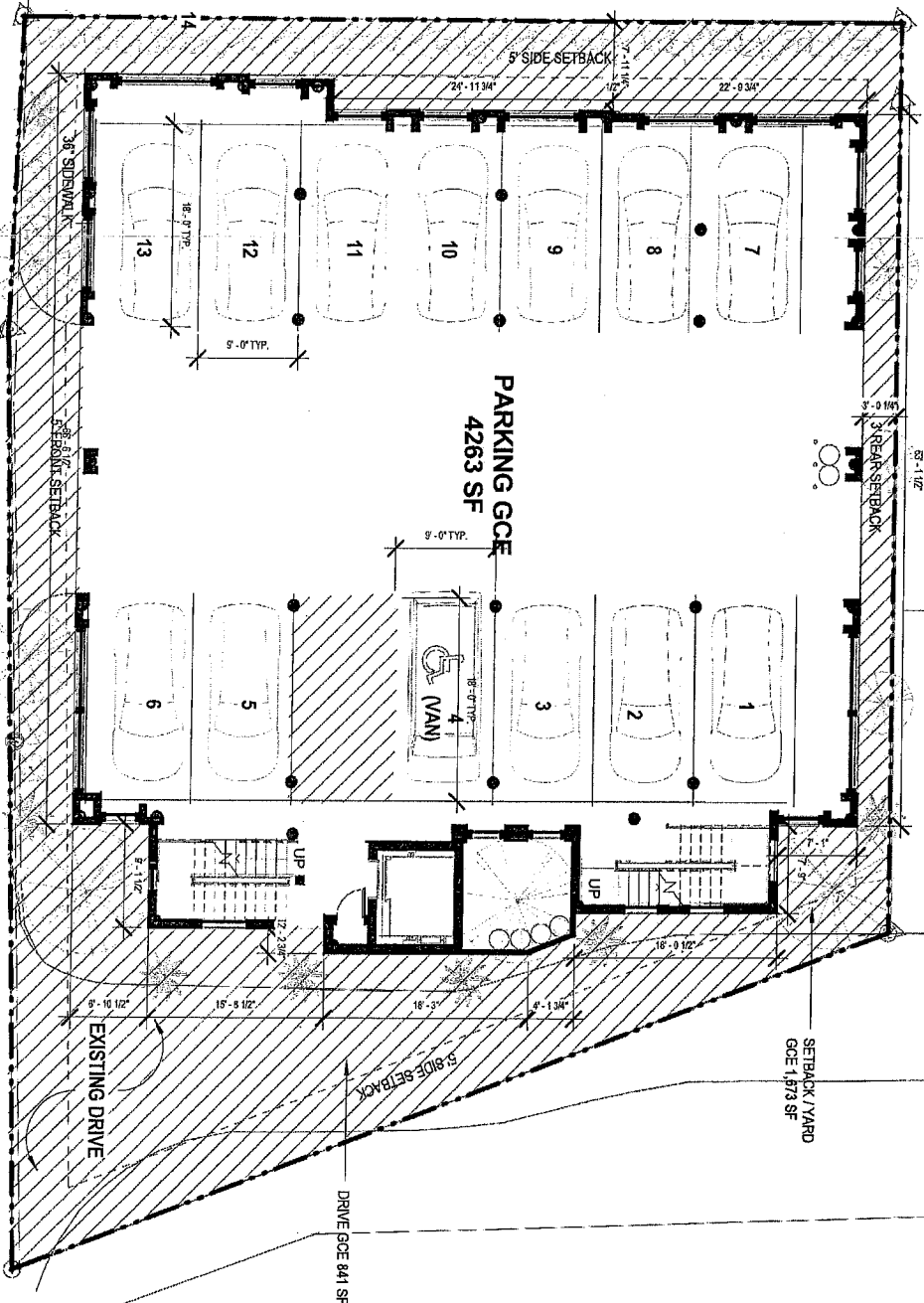
A1.0
GROUND FLOOR
THE ANNEX AT TOLERS COVE
 HORIZONTAL PROPERTY REGIME
 MARSH HARBOR LANE, MT PLEASANT SC



GROUND FLOOR SD PLAN
 3/32" = 1'-0"

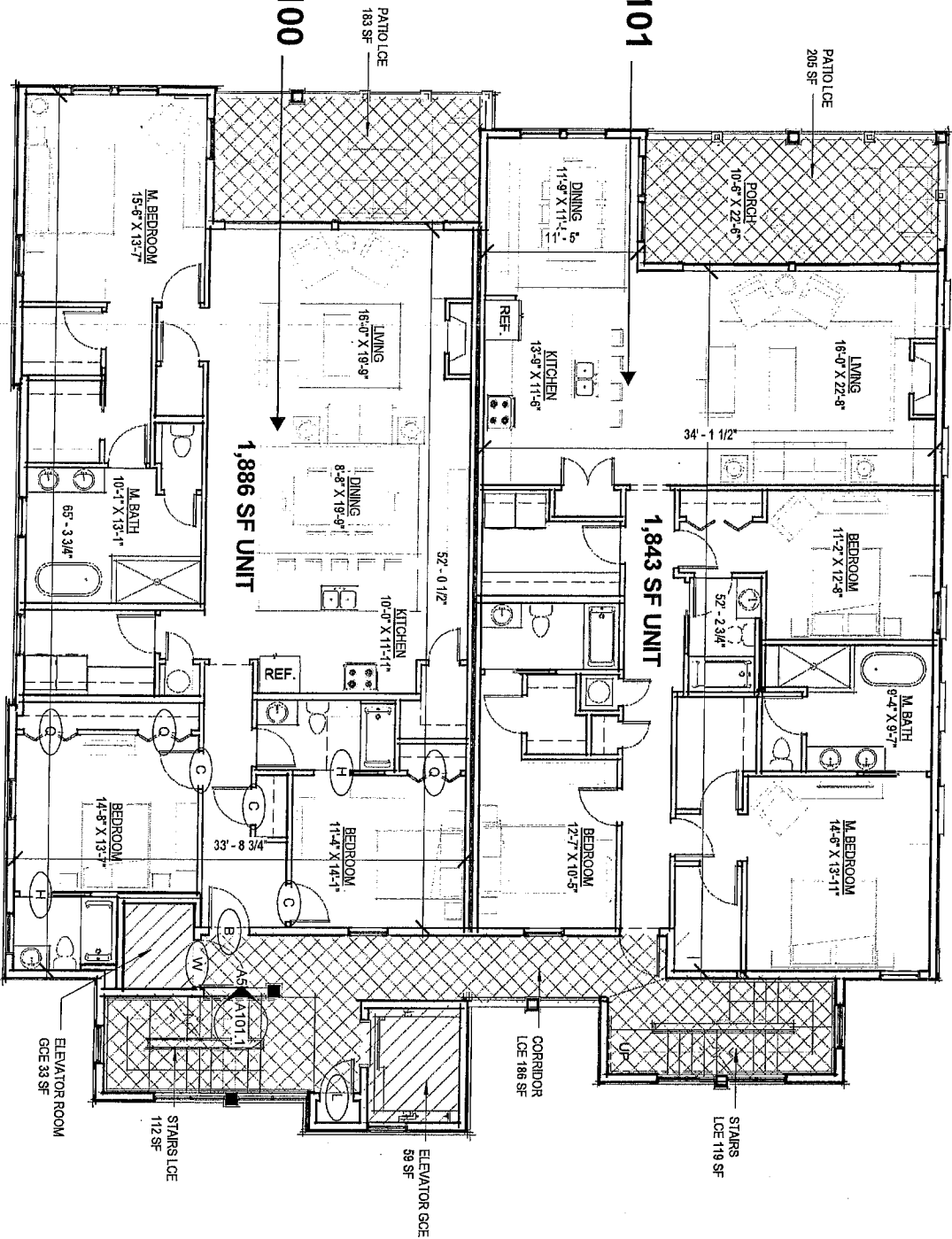
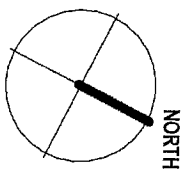
-  LCE - LIMITED COMMON ELEMENT
-  GCE - GENERAL COMMON ELEMENT

Date 2.12.2019



**UNIT 1B
DOOR NO. 101**

**UNIT 1A
DOOR NO. 100**



A1.1

1ST FLOOR PLAN

THE ANNEX AT TOLER'S COVE

HORIZONTAL PROPERTY REGIME
MARSH HARBOR LANE, MT PLEASANT SC

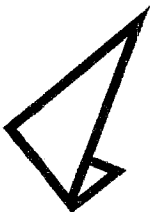
1ST FLOOR PLAN
1/8" = 1'-0"



LCE - LIMITED COMMON ELEMENT

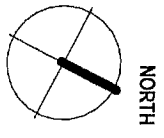
GCE - GENERAL COMMON ELEMENT

Date FEBRUARY 12, 2019



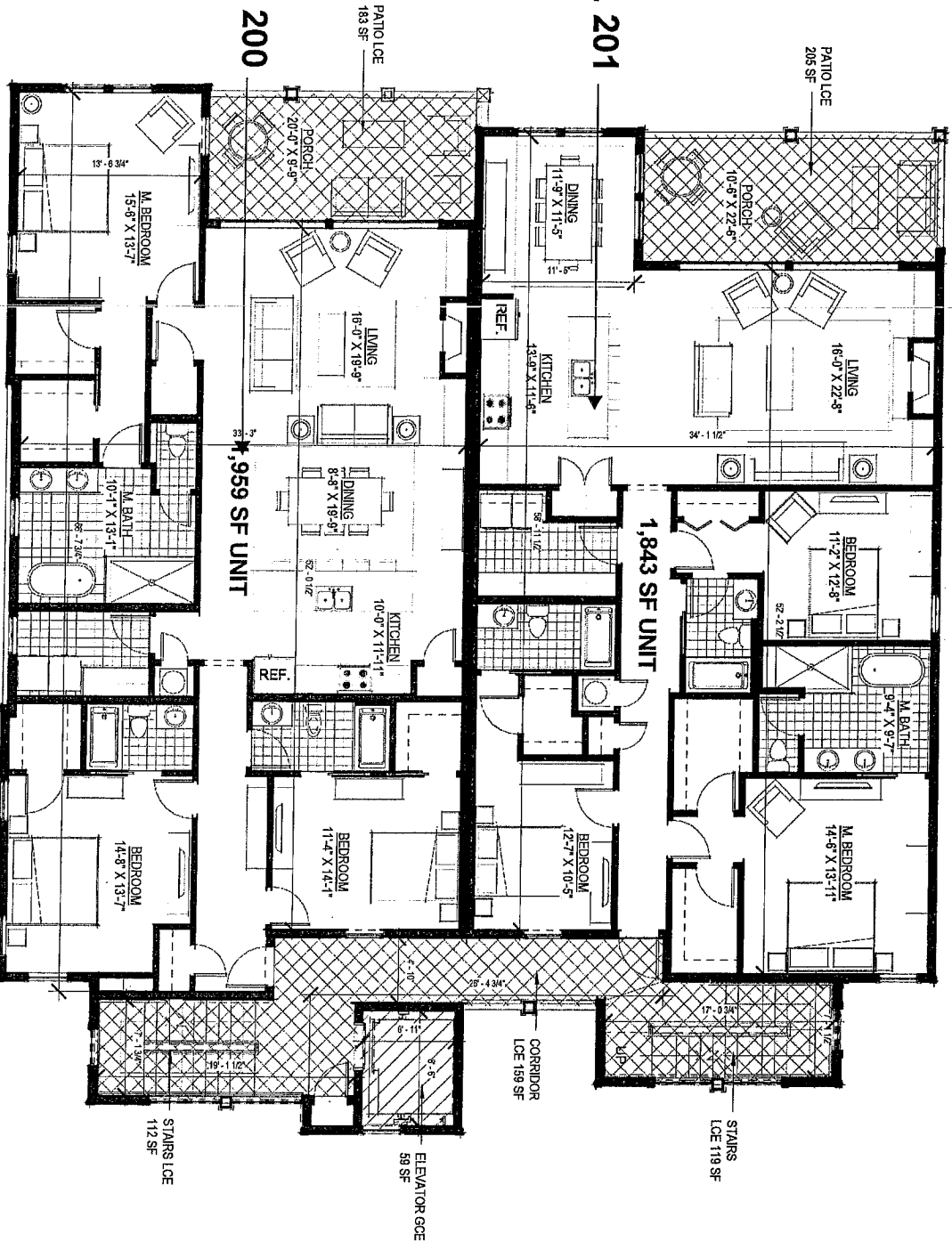
NOVUS
always new

A1.2
2ND FLOORS
THE ANNEX AT TOLERS COVE
 HORIZONTAL PROPERTY REGIME
 MARSH HARBOR LANE, MT PLEASANT SC



UNIT 2A
DOOR NO. 200

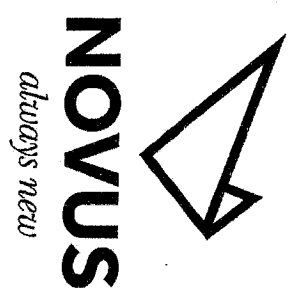
UNIT 2B
DOOR NO. 201



2ND FLOOR PLAN
 1/8" = 1'-0"

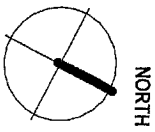
- LCE - LIMITED COMMON ELEMENT
- GCE - GENERAL COMMON ELEMENT

Date 2-12-2019



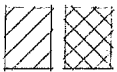
**UNIT 3C
DOOR NO. 301**

**UNIT 3A
DOOR NO. 300**



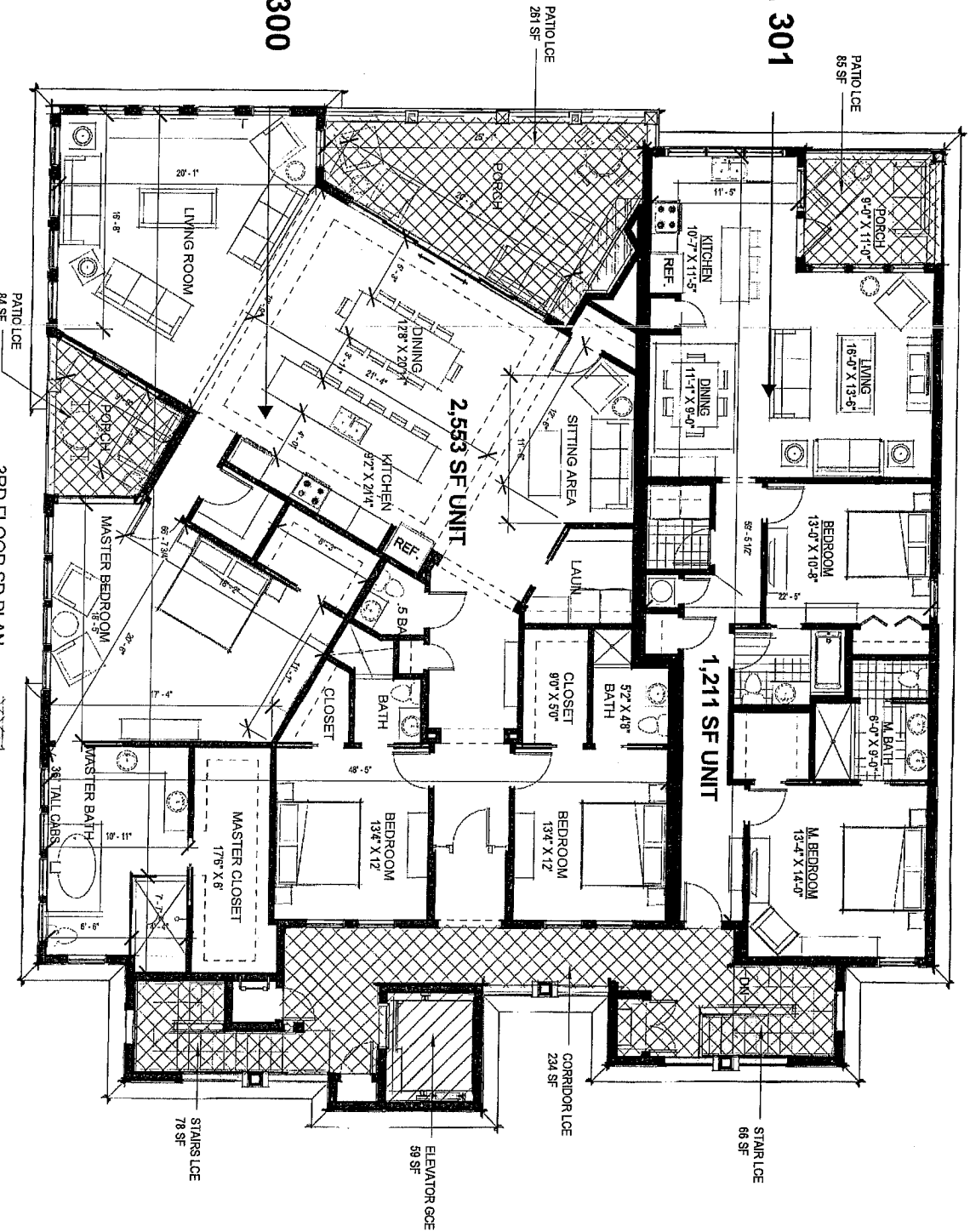
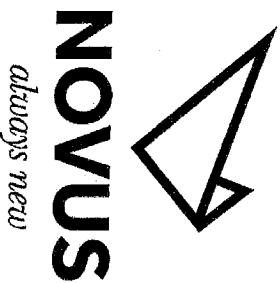
**A1.3
3RD FLOOR
THE ANNEX AT TOLERS COVE**
HORIZONTAL PROPERTY REGIME
MARSH HARBOR LANE, MT PLEASANT SC

3RD FLOOR SD PLAN
1/8" = 1'-0"

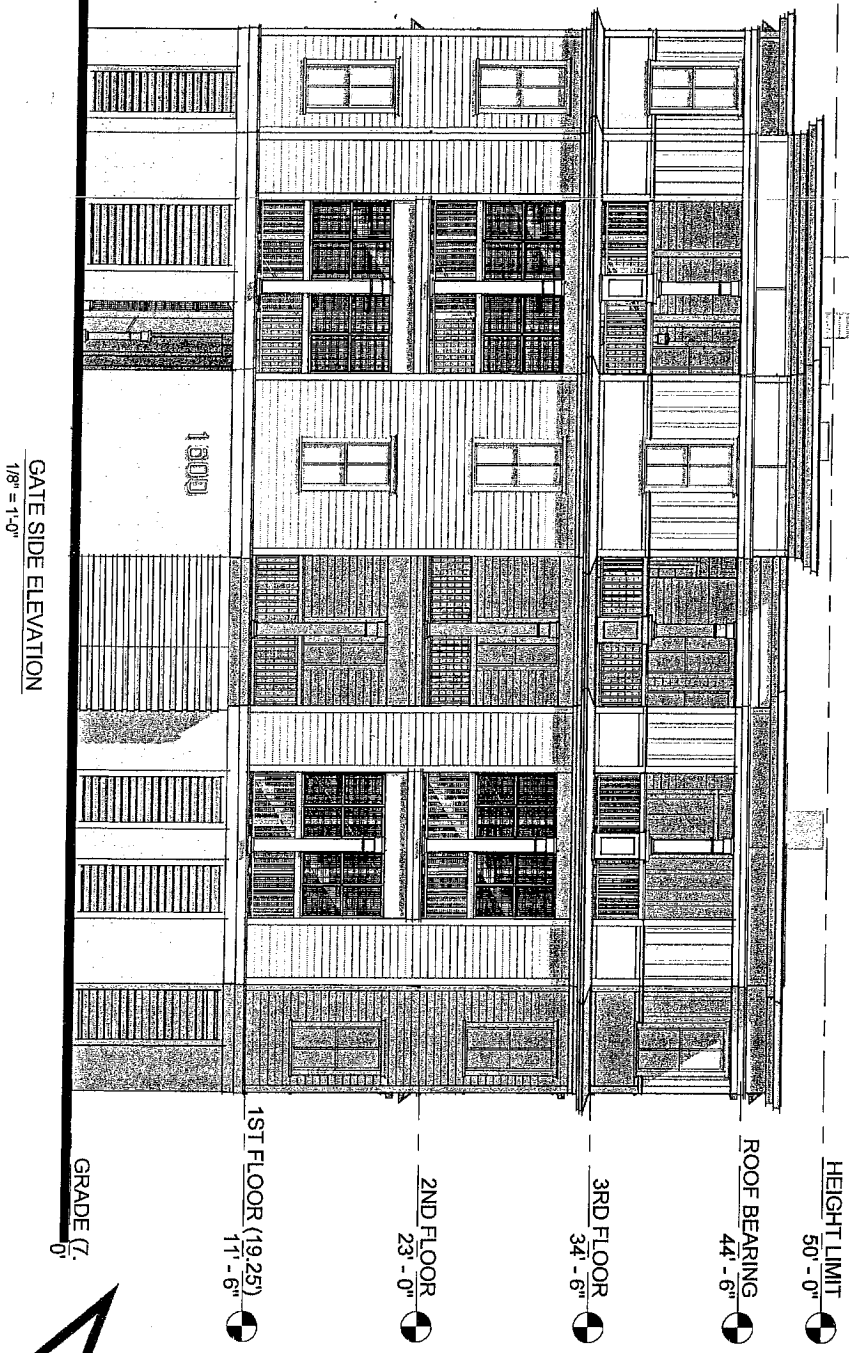


LCE - LIMITED COMMON ELEMENT
GCE - GENERAL COMMON ELEMENT

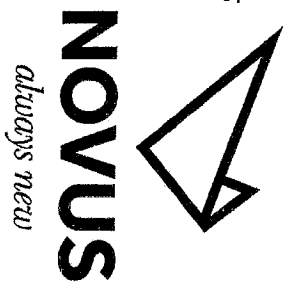
Date 2.12.2019



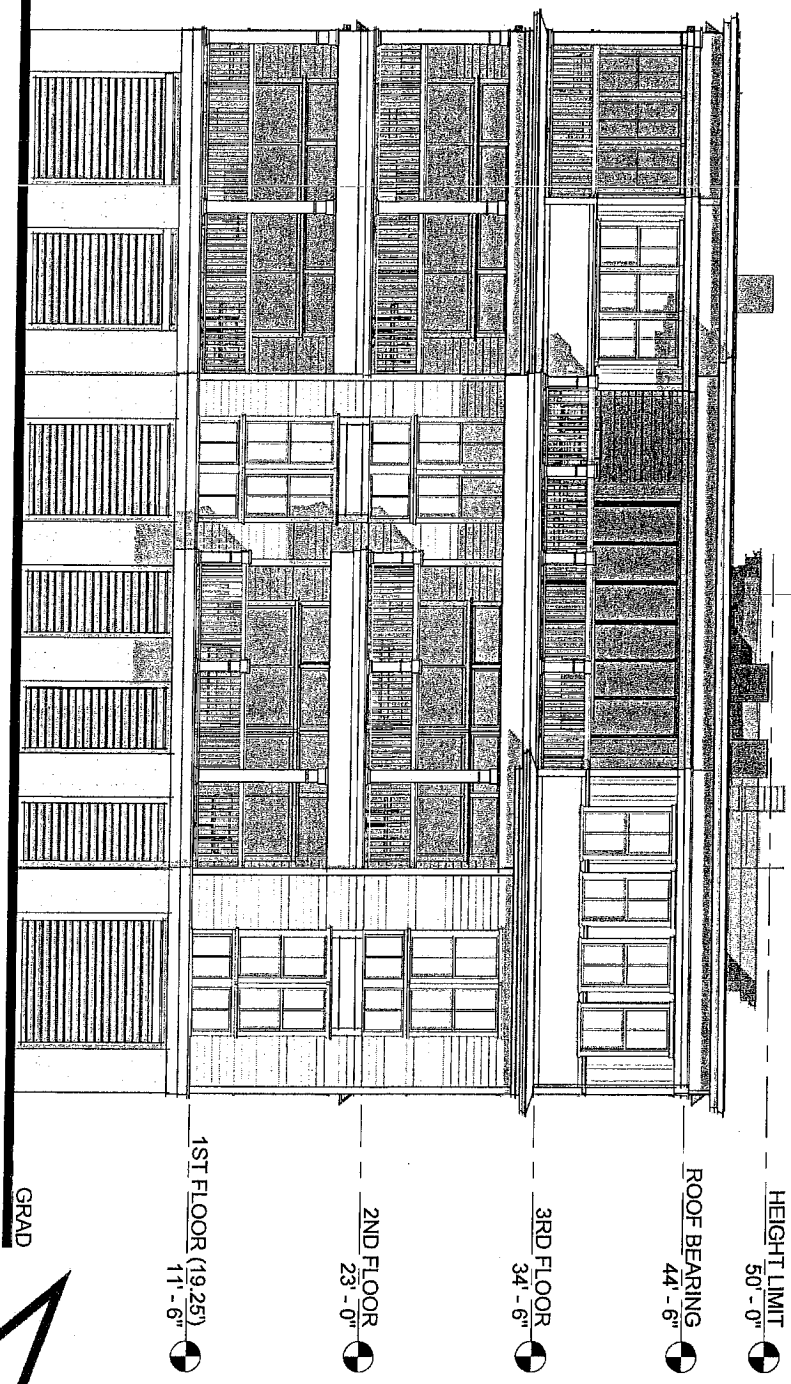
A2.1
EXTERIOR ELEVATIONS
THE ANNEX AT TOLERS COVE
 HORIZONTAL PROPERTY REGIME
 MARSH HARBOR LANE, MT PLEASANT SC



Date 2.12.2019

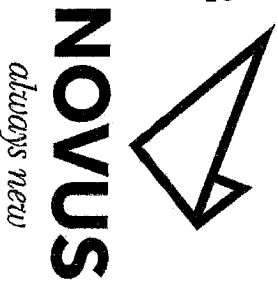


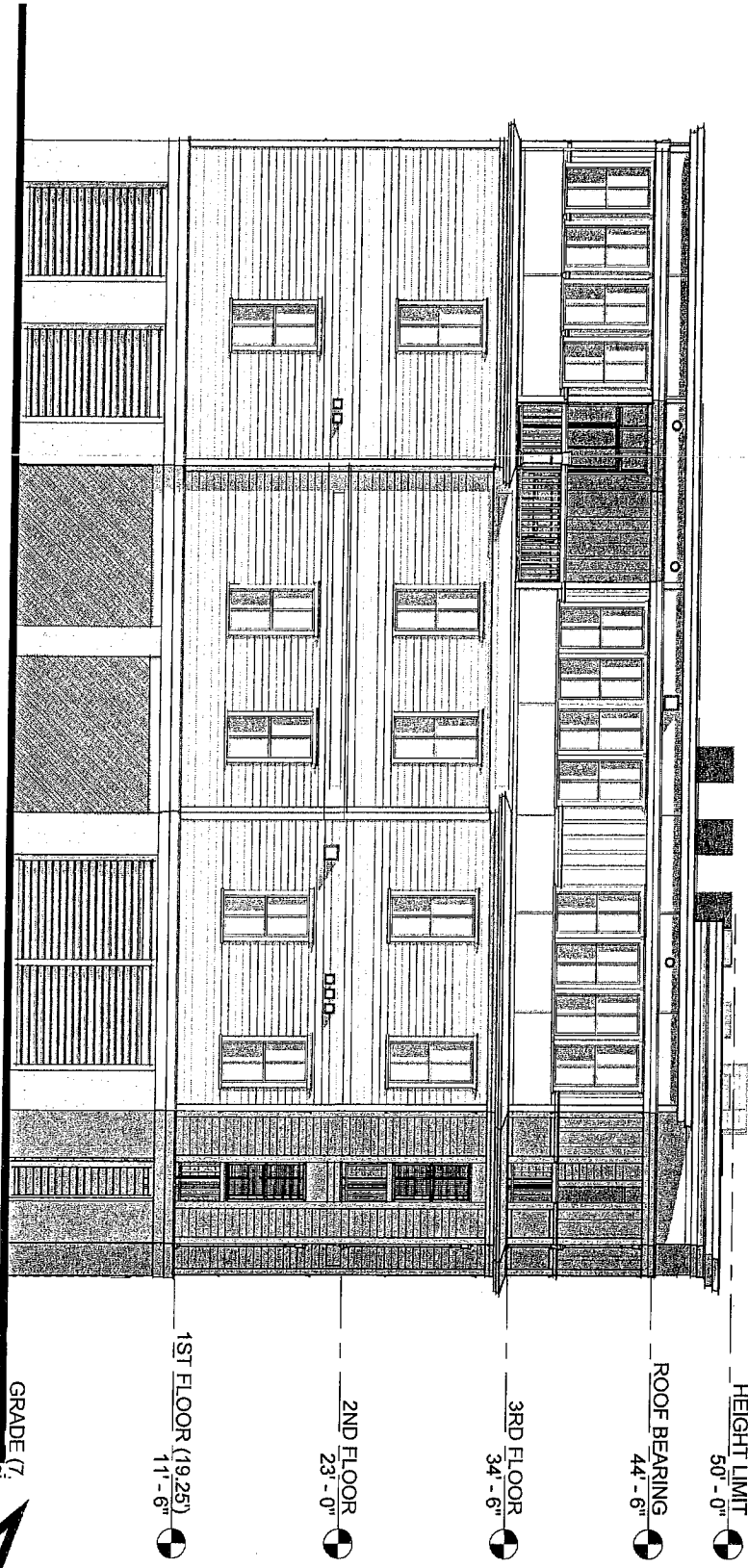
A2.2
EXTERIOR ELEVATIONS
THE ANNEX AT TOLERS COVE
 HORIZONTAL PROPERTY REGIME
 MARSH HARBOR LANE, MT PLEASANT SC



MARINA SIDE ELEVATION
 1/8" = 1'-0"

Date 2.12.2019





HEIGHT LIMIT
50'-0"

ROOF BEARING
44'-6"

3RD FLOOR
34'-6"

2ND FLOOR
23'-0"

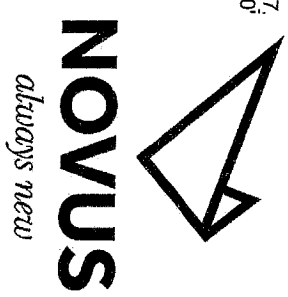
1ST FLOOR (19.25)
11'-6"

GRADE (7'
0"

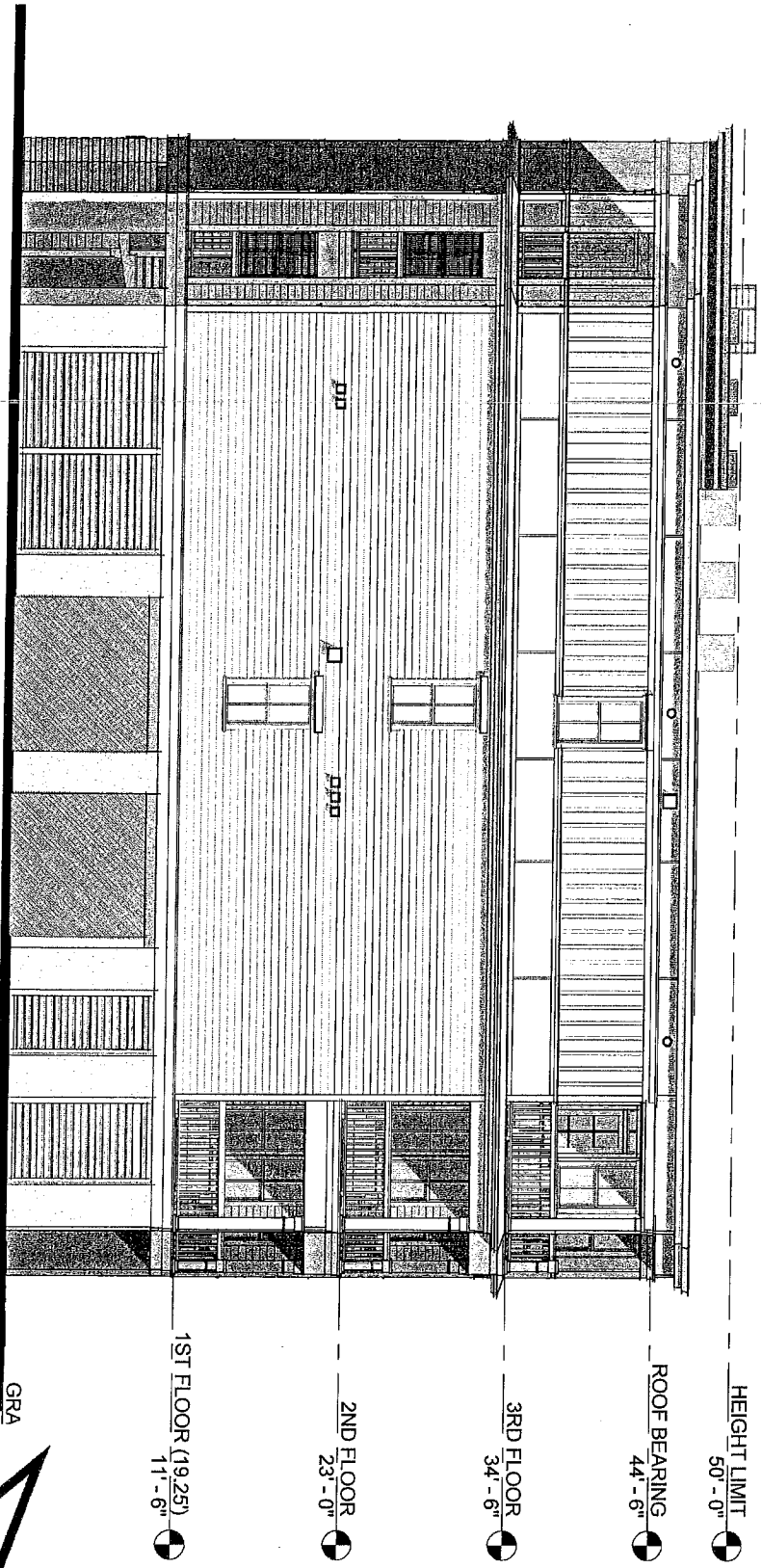
SITE ENTRY ELEVATION
1/8" = 1'-0"

A2.3
EXTERIOR ELEVATIONS
THE ANNEX AT TOLERS COVE
 HORIZONTAL PROPERTY REGIME
 MARSH HARBOR LANE, MT PLEASANT SC

Date 2.12.2019

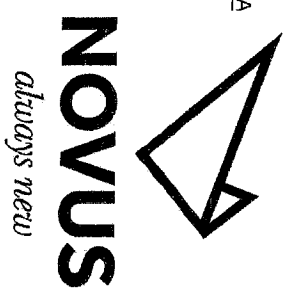


A2.4
EXTERIOR ELEVATIONS
THE ANNEX AT TOLERS COVE
 HORIZONTAL PROPERTY REGIME
 MARSH HARBOR LANE, MT PLEASANT SC



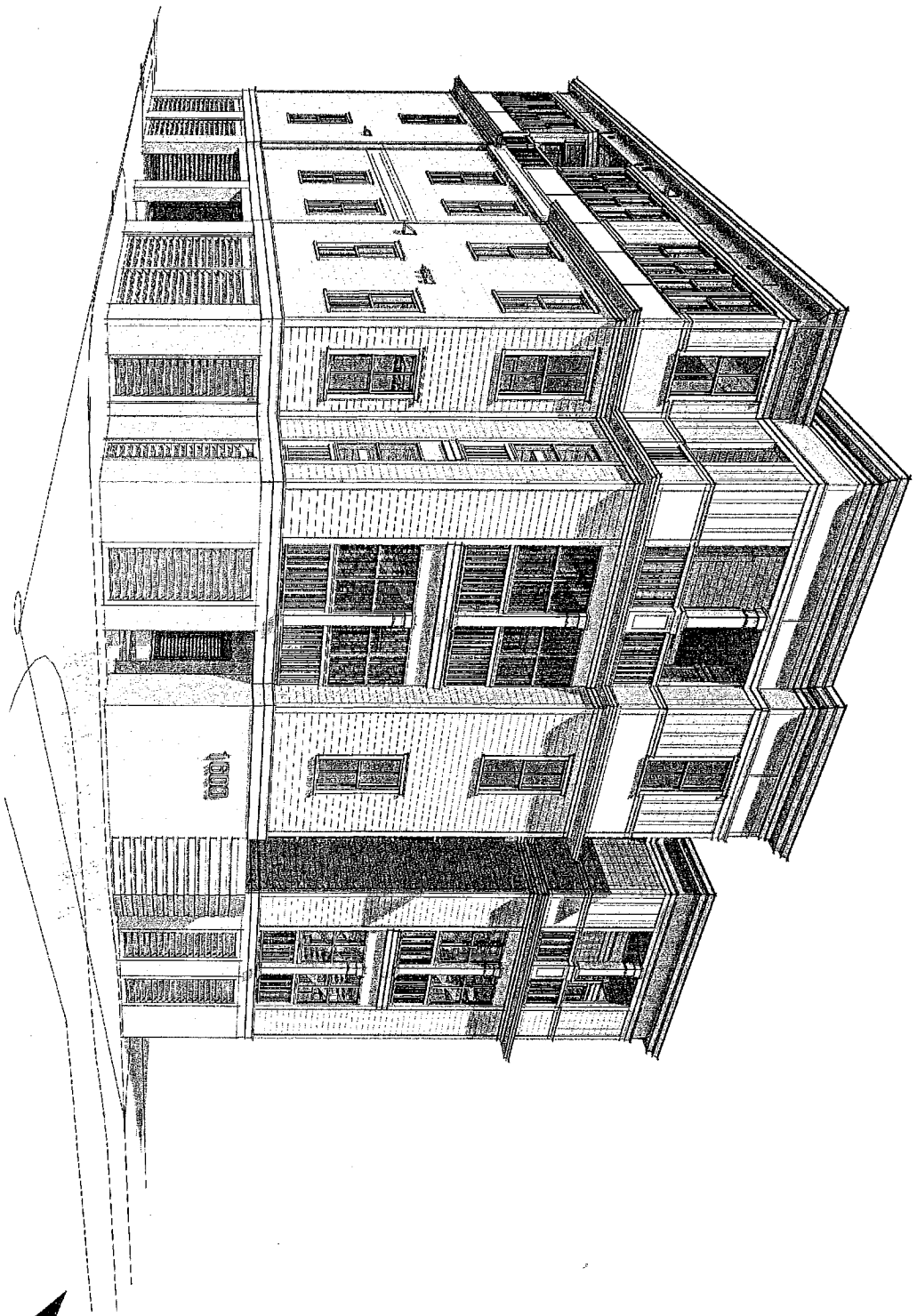
NORTH ELEVATION
 1/8" = 1'-0"

Date 2.12.2018



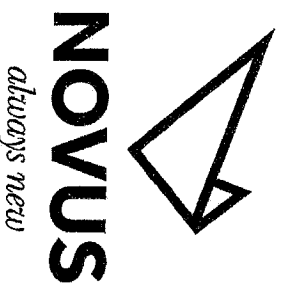
A3.1
EXTERIOR PERSPECTIVES
THE ANNEX AT TOLERS COVE
HORIZONTAL PROPERTY REGIME
MARSH HARBOR LANE, MT PLEASANT SC

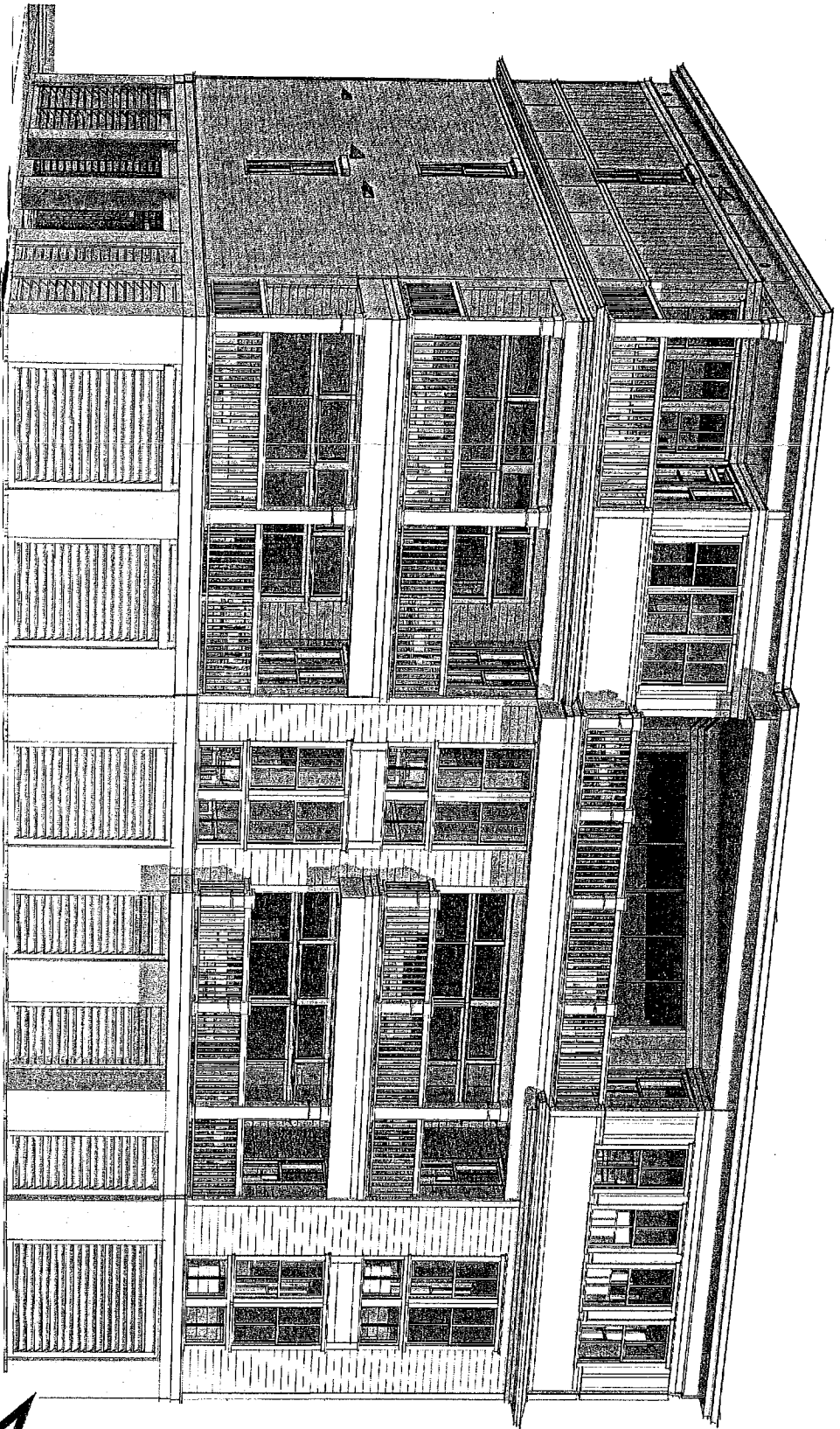
VIEW FROM GATE



Date

2/12/2019






VIEW FROM MARINA

A3.2
EXTERIOR PERSPECTIVES
THE ANNEX AT TOLERS COVE
HORIZONTAL PROPERTY REGIME
MARSH HARBOR LANE, MT PLEASANT SC

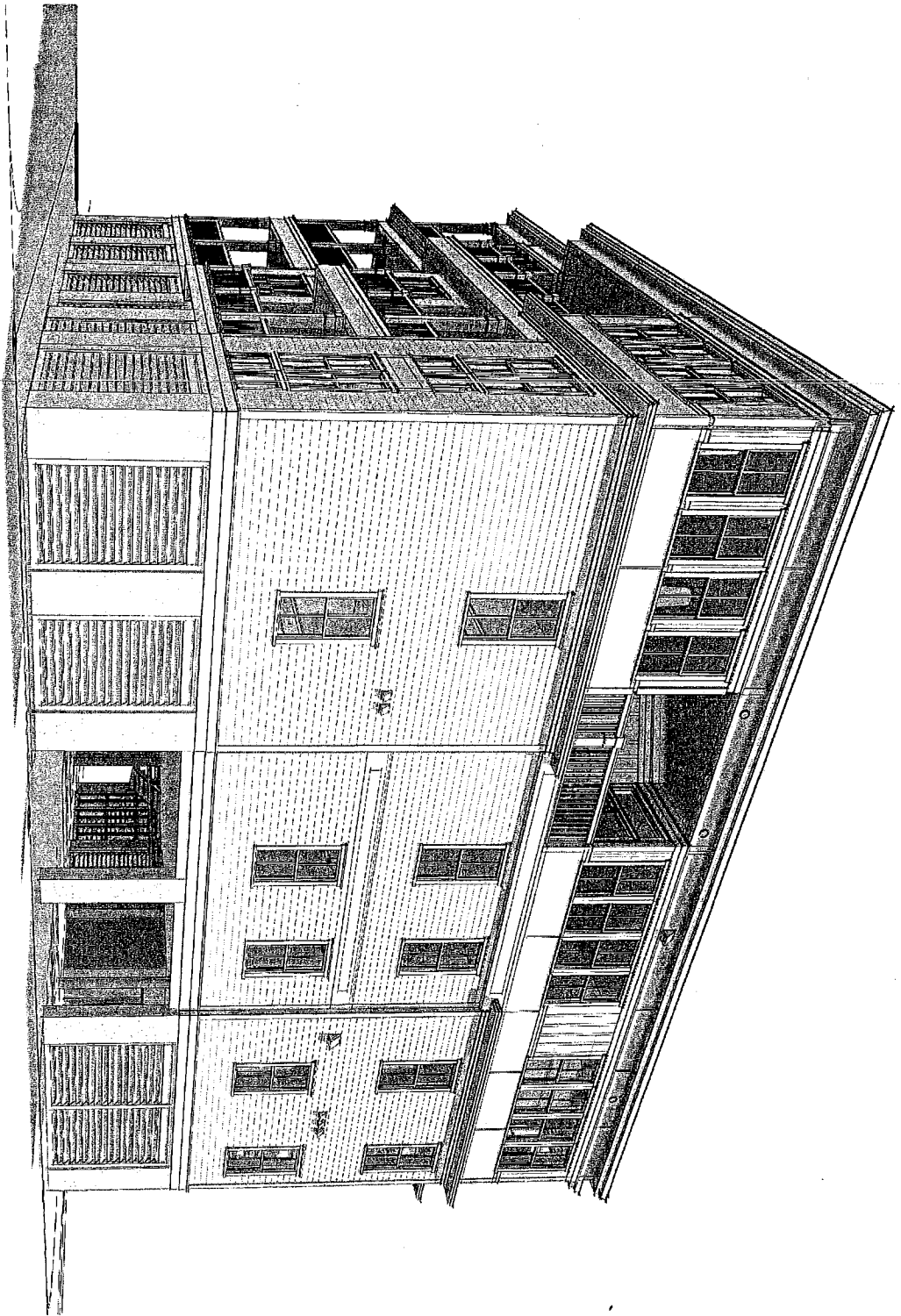
Date

2/12/2019


NOVUS
always new

A3.3
EXTERIOR PERSPECTIVES
THE ANNEX AT TOLERS COVE
HORIZONTAL PROPERTY REGIME
MARSH HARBOR LANE, MT PLEASANT SC

VIEW FROM SOUTH



Date

2.12.2019

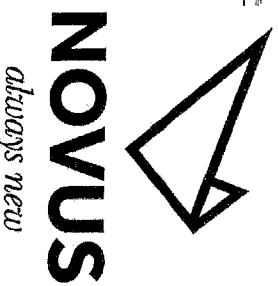


EXHIBIT "D"

ENGINEER'S CERTIFICATIONS

The undersigned engineer who is licensed under the laws of the State of South Carolina does hereby certify that to the best of his knowledge the floor plans and elevations contained herein and attached as Exhibit "C" accurately reflect the proposed dimensions, area and location of the Units and the common elements affording access to the Units assuming the proposed decks and porches to be built by the Builder will be limited common elements.

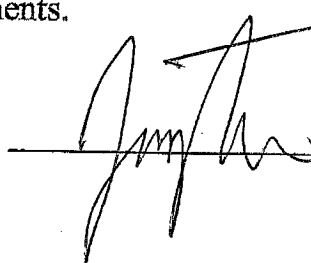
 7/19/19

EXHIBIT "E"

SCHEDULE OF ASSIGNED VALUES AND PERCENTAGE INTERESTS
(6 Units)

UNIT NUMBER	VALUE OF THE UNIT	PERCENTAGE OF OWNERSHIP
1A	\$16.46	16.46
1B	\$16.46	16.46
2A	\$17.02	17.02
2B	\$16.46	16.46
3A	\$22.83	22.83
3C	\$10.77	10.77
Total	\$100.00	100.00

EXHIBIT "F"

BYLAWS

ATTACHED

BYLAWS
OF THE
ANNEX AT TOLER'S COVE OWNERS' ASSOCIATION, INC.

- TABLE OF CONTENTS -

	<u>Page</u>
I. GENERAL	3
II. MEETINGS OF MEMBERS	4
III. BOARD OF DIRECTORS	6
IV. OFFICERS	12
V. RULE MAKING AND ENFORCEMENT	13
VI. ASSESSMENTS	15
VII. MAINTENANCE RESPONSIBILITY	18
VIII. MISCELLANEOUS	22

BYLAWS
OF
ANNEX AT TOLER'S COVE OWNERS' ASSOCIATION, INC.

Article I
General

Section 1. Applicability. These Bylaws provide for the self-government of the Annex At Toler's Cove Owners' Association, Inc. in accordance with the South Carolina Horizontal Property Act, the Articles of Incorporation filed with the Secretary of State and the Master Deed for the Annex At Toler's Cove Horizontal Property Regime, recorded in the land records of the county in which the Condominium is located ("Master Deed").

Section 2. Name. The name of the corporation is the Annex At Toler's Cove Owners' Association, Inc. ("Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Section 2 of the Master Deed.

Section 4. Membership. An Owner shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided herein, a spouse or cohabitant of a member may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. If an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, but such entity may replace such person with another person who meets the requirements of this Section, so long as such entity is still a member of the Association.

Section 6. Voting. Each Unit shall be entitled to one (1) vote which shall be in accordance with the percentage of undivided interest in the General Common Elements attributable to the

Unit, as set forth on Exhibits "E" of the Master Deed, which vote may be cast by the Owner, the Owner's spouse, the cohabitant of the Owner, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote, such Persons shall not be recognized and such vote shall not be counted. No Owner or representative thereof shall be eligible to vote, either in person or by proxy, or to be elected to the Board, if the Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if such Owner's voting rights have been suspended for any reason. If an Owner's voting rights have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum or for purposes of amending these Bylaws or the Master Deed.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty (50%) percent of the voting power of those voting in person or by proxy. Except as otherwise specifically provided in the Master Deed or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the South Carolina Nonprofit Corporation Act and the Master Deed. Except as to those matters which the Act, the Master Deed or the South Carolina Nonprofit Corporation Act specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Article II

Meetings of Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the last quarter of each year with the date, hour, and place to be set by the Board.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, by the Secretary, by request of any two (2) or more Board members, or upon written petition of at least twenty percent (20%) of the members. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall

send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set to occur within thirty (30) days after the date the Association's President receives the petition.

Section 3. Notice of Meetings. The Secretary shall mail or deliver to each Owner of record or to the Units a notice of the place, date and time of each annual, regular and special Association meeting of members no fewer than ten (10) days, or if notice is mailed by means other than first class or registered mail, no fewer than thirty (30) days prior to the meeting; but the Secretary shall not mail notices of meetings more than sixty (60) days before the meeting date. Mailing or delivering notice as provided in this Section shall be considered proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by an Owner, whether in person, by representative, or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such 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 at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence, in person, by representative or by proxy, at the beginning of the meeting of Owners entitled to cast at least thirty-three (33%) percent of the total eligible voting power of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Master Deed or these Bylaws shall not be counted toward the quorum requirement.

Section 6. Adjournment. Any meeting of the members may be adjourned from time to time for periods not exceeding ten (10) days by vote of members holding a majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting and a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly

authorized to do so in the proxy. Members whose voting rights have been suspended hereunder or under the Master Deed may not act as proxy for any other member.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the vote cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the approval vote equals or exceeds the amount of the vote that would be required to approve the matter at a meeting at which the total vote cast was the same as the amount of vote cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the vote represented by written consent equals or exceeds the requisite majority of the voting power required to pass such action and such action is consented to by the Developer, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Master Deed or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Master Deed, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert's Rules at that meeting.

Article III **Board of Directors**

A. Composition and Selection.

Section 1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for directors appointed by the Developer hereunder, the directors shall be Owners or spouses or cohabitants of such Owners; provided, however, no Owner and such Owner's spouse or cohabitant may serve on the Board at the same time, and no co-Owners may serve on the Board at the same time. No persons shall be eligible to be elected to or

continue to serve on the Board if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge to the Association.

Section 2. Directors Appointed by the Developer. Notwithstanding anything to the contrary herein or in the Master Deed, Developer shall have exclusive right and authority to appoint and remove directors and officers of the Association until the earlier to occur of: 1) ten (10) years after the recording of the Master Deed, 2) December 31 immediately following the date all of the Units intended by Developer to be constructed and submitted to the Regime have been conveyed to Unit Owners other than a successor Developer, or 3) the surrender in writing by Developer of the authority to appoint and remove officers and directors of the Association.

Section 3. Number of Directors and Term of Office. During the period that the Developer has the authority to appoint directors and officers of the Association, the Board shall consist of three (3) directors. Not later than thirty (30) days after termination of the Developer's right to appoint directors and officers of the Association as described in Section 2 of this Article, the Association shall call a meeting to be held at which Owners shall elect three (3) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual meeting after Developer has surrendered control of the Association, two (2) of the directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The members of the Board shall hold office until their respective successors shall have been elected by the Association.

Section 4. Removal of Members of the Board of Directors. At any duly called annual or special Association meeting, any one or more Board members, except for directors appointed by the Developer hereunder, may be removed with or without cause by a majority of the Association voting power, and a successor may then and there be elected to fill the vacancy created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings, or who is more than sixty (60) days past due in the payment of any amounts due the Association, may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days written notice of the calling of the meeting to consider such director's removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by vote of the membership or by the Developer, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor so selected shall hold office for the remainder of the term of the director being replaced.

Section 6. Compensation. Directors shall not be compensated for services performed as directors unless authorized by a majority of the voting power of the Association. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of

appreciation or recognition of services performed not to exceed a value of \$100.00 per calendar year.

Section 7. Conflicts of Interest. Nothing herein shall prohibit a director or Owner from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director or Owner, provided that the director's or Owner's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a Board meeting at which a quorum is present, excluding any director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director or Owner shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract unless requested by any director to leave the room during the discussion. Notwithstanding anything herein, the Board, during the period of Developer control, shall be authorized on behalf of the Association to enter into contracts with the Developer and its affiliates as set forth in Section 17(i) of the Master Deed.

Section 8. Nomination. Nomination for election to the Board may be made from the floor at the annual meeting. The Board also may appoint a nominating committee to make nominations prior to the annual meeting.

Section 9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular Board meetings shall be held at least two (2) times per year at such time and place as determined by the Board. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership.

Section 2. Special Meetings. Special Board meetings may be called by the President on three (3) days' notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3. Waiver of Notice. Any director may, at any time, in writing, waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by such director of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a

record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast at least one-half (1/2) of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other. Directors may not participate in meetings by proxy.

Section 5. Open Meetings. Board meetings need not be open to the members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 6. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. Such written consents must describe the action taken, be signed by no fewer than a majority of the directors, and be filed with the Board minutes.

C. Powers and Duties.

Section 1. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Act, the Master Deed, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment as provided in Article VI herein;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Common Elements, as defined in the Master Deed;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the General Common Elements and Association property, and, where appropriate, providing for the compensation of such

personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which the Board shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in Section 27-31-10 *et seq.*, of the South Carolina Code of Laws (1976), and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, reasonable monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of, the General Common Elements in accordance with the other provisions of the Master Deed and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Master Deed, these Bylaws, and the rules and regulations adopted by the Board;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Act and the Master Deed, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions; the Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations; any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board shall authorize. Developer or an affiliate of Developer may be employed as managing agent or manager. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association, with or without cause and without penalty, upon no more than ninety (90) days' prior written notice. No management contract shall have a term in excess of one (1) year.

Section 3. Borrowing. For so long as the Developer has the authority to appoint the directors and officers of the Association, Developer may (a) advance funds to the Association sufficient

to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Developer, or (b) cause the Association to borrow such amount from a commercial lending institution at the then-prevailing rates for such a loan in the local area of the Community. The Developer in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Section 4. Liability and Indemnification. The Association shall indemnify every officer, director and committee member (including officers, directors and committee members appointed by the Developer, and/or serving, during the period of Developer control) against any and all expenses, including reasonable attorney's fees, incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board) to which such person may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred, subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of such person's duties, except for such person's own individual willful misfeasance or malfeasance. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Master Deed.

D. Committees.

Section 1. Nominating Committee. As provided in Section A(8) of this Article, there may be a Nominating Committee.

Section 2. Architectural Control Committee. The Board shall appoint an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium, as provided in the Master Deed.

Section 3. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 4. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

Article IV **Officers**

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer. The President and Secretary shall be elected by and from the Board. A Vice President may be elected from the Board at the discretion of the Board. The Treasurer shall be elected by the Board, but need not be a Board member. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be Board members. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 2. Election of Officers. The Association officers shall be elected annually by the Board at the first Board meeting following each annual Association meeting and shall hold office at the Board's pleasure and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Board members, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall establish the agenda for and preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Act, including, but not limited to, the power to appoint committees from among the members as the President may decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President, if elected, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of such books and papers as the Board may direct, and shall perform all duties incident to the office of the secretary of a corporation organized under South Carolina law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may be designated by the Board. The Treasurer shall be responsible for the preparation of the budget as provided in the Master Deed. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, with such titles and duties as defined by the Board.

Section 10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

Article V

Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Master Deed. The Board shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the General Common Elements; provided, copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total Association vote, together with the prior consent of the Developer (so long as Developer owns at least one (1) Unit).

Each Owner and every Occupant shall comply strictly with the Master Deed, the Bylaws, the Association rules and regulations, the covenants, conditions and restrictions set forth in the deed to such Owner's or Occupant's Unit, if any (collectively, the "Governing Documents"). Failure to comply with the Governing Documents shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation shall pay all costs, including, without limitation, reasonable attorney's fees actually incurred. Failure to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Governing Documents and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the General Common Elements for violation of any provision of the Master Deed, these Bylaws, or any rules and regulations duly adopted thereunder; provided, however, nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Unit. If any Occupant of a

Unit violates the Master Deed, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine may first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board, and the fine shall be an assessment and a lien against the Unit until paid.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote, or suspend the right to use the General Common Elements unless and until the Board has sent or delivered written notice to the violator as provided in Section 2(a) of this Article. However, compliance with this Section shall not be required for the following: (i) late charges on delinquent assessments, (ii) suspension of voting and use rights if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote and the right to use the General Common Elements shall be automatic, and (iii) suspension of common utility services, which shall require compliance with the provisions of Article VI, Section 3(e) of these Bylaws.

(a) Notice. If any provision of the Master Deed or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and performing maintenance for which an Owner is responsible upon failure of the Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages, or both (and in the case of the Board, without the necessity for compliance with the procedure set forth in Section 2 of this Article). In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including, without limitation, reasonable attorney's fees actually incurred.

In addition to any other remedies provided for herein, the Board, or its duly authorized agents, shall have the power to enter upon a Unit or any portion of the General Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. Unless an emergency situation exists, the party so acting shall give the violating Owner or Person ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice and as otherwise provided herein. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be chargeable to, and collectable from, such Owner and/or shall be assessed against the violating Owner's Unit and shall be collected as provided for herein for the collection of assessments.

Article VI **Assessments**

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses, as defined in Section 2 of the Master Deed, provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants as may be more specifically authorized by the Board.

Section 2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) general special assessments, as provided for in Section 5 herein; and (iii) special assessments against any particular Unit, established pursuant to the Master Deed, including, but not limited to, reasonable fines imposed hereunder.

All such assessments, together with charges, late charges, interest, costs, reasonable attorney's fees actually incurred and, if the Board so elects, rents in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due. Each Owner and such Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each month. No Owner may be exempted from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the General Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act. All assessments shall be rounded up to the nearest dollar and payable as such.

Section 3. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any installment of annual assessments or any part thereof is not paid in full, or if any other charge is not paid, within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum shall accrue from the due date.

(b) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(c) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, the Board may accelerate and declare immediately due all of that Owner's or Unit's unpaid assessments, fines or other charges, including, without limitation, installments of the annual assessment and of any special assessment, not less than ten (10) days after the date of written notice to the Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in installments for that fiscal year.

(d) If assessments, fines and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Master Deed, the Bylaws, the Act and South Carolina law, including, without limitation, reasonable attorney's fees actually incurred, and suspend the Owner's and/or Occupant's right to vote.

(e) If any assessment, fine or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and herein, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility or service, the cost of which is a Common Expense, including, but not limited to, cable television, water, electricity, heat and air conditioning, to that Unit until such time as the delinquent amounts and all costs permitted under this Section, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or service, including reasonable attorney's fees, shall be an assessment against the Unit. An Owner whose utility or service has been suspended shall not be entitled to use any such utility or service paid for as a Common Expense from any source and any such unauthorized use shall be considered a theft of services. The utility or service shall not be required to be restored until all judgments are paid in full, at which time the Association shall direct the provider to restore the utility or service. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions, except as provided in this subsection.

Section 4. Computation of Operating Budget and Assessment. The Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year, which may include a capital contribution or reserve in accordance with a capital budget

separately prepared. The Board shall cause the budget and the assessments to be levied against each Unit for the year (or portion thereof in the case of the initial budget) to be delivered to each member at least thirty (30) days prior to the due date for payment of the assessment (or the first installment thereof). The budget and the assessment shall become effective unless disapproved at a duly called and constituted Association meeting by a vote of a Majority of the total Association vote and by the Developer, so long as the Developer has the authority to appoint and remove directors of the Association.

Notwithstanding the foregoing, if the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

Section 5. Special Assessments. -- In addition to the annual assessment provided for in Section 2, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed three hundred dollars (\$300.00) per Unit shall be subject to approval by a Majority of the total Association vote prior to becoming effective (except as provided in Section 9 regarding the power to assess specially and Section 12 of the Master Deed regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium). All provisions contained in the Master Deed regarding reconstruction and repair following a casualty are incorporated herein as if set forth herein in their entirety.

Section 6. Capital Budget and Contribution. The Board may prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in this Section. Notwithstanding any other provisions of the Condominium Instruments, during the time Developer has the authority to appoint and remove directors of the Association, Developer and the Board shall not be required to prepare a capital budget, set a capital contribution, or otherwise collect amounts for capital reserves. The Board shall at all times have the exclusive right to make expenditures from the Association capital reserve account to pay for emergency or unanticipated expenses incurred by the Association or to cure a financial shortfall resulting from inaccurate expense allocation. Such expenditures from the Association capital reserve account shall be made in the Board's sole discretion, and shall not require the approval of the Owners.

Section 7. Statement of Account. Any Owner, Mortgagee, Person having executed a contract for the purchase of a Unit, or lender considering a loan to be secured by a Unit shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges, against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee

in a reasonable amount as determined by the Board, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

Section 8. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining thereafter shall be, at the Board's option, distributed to the Owners, credited to the Owners' next chargeable assessment in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's capital reserve account.

Section 9. Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than Developer or its affiliates, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) months of the then current monthly assessment per Unit for that year with the exact amount to be determined from time to time by the Board. This contribution shall be in addition to, not in lieu of, any other assessments levied on the Unit and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. This contribution shall be collected at the closing of the Unit and disbursed to the Association for use in covering operating and other expenses (including reserves) incurred by the Association pursuant to the terms of the Master Deed and these Bylaws.

ARTICLE VII Maintenance Responsibility

Section 1. By the Owner. Except to the extent otherwise provided in Section 2, each Owner shall have the obligation to maintain and keep in good repair all portions of such Owner's Unit. This maintenance responsibility shall include, but not be limited to, the following: all glass surfaces (including exterior cleaning), windows, window frames, screens and casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting or staining of the exterior surface of entry doors and door frames); the air conditioning compressor serving the Unit and the fan coil; heating and air conditioning equipment and meters assigned as Limited Common Elements of the Unit or otherwise serving the Unit; and all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit).

In addition, each Owner shall have the responsibility:

- (a) to keep in a neat, clean and sanitary condition any Limited Common Elements serving such Owner's Unit;
- (b) to perform such Owner's responsibility in such manner so as not to unreasonably disturb other persons in other Units;

(c) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

(d) to pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner or such Owner's family, tenants or guests, with the cost thereof to be added to and become part of the next chargeable assessment to such Owner's Unit.

Section 2. By the Association. The Association shall maintain and keep in good repair as a Common Expense, without limitation, the following:

(a) all General Common Elements, including any Limited Common Elements (including, without limitation, decks, railings and balconies), but excluding all improvements made to such Limited Common Elements, and including all portions of the roof; the roof support systems, including the roof joists and cross braces; stairs; and elevators and wire support systems.

(b) periodic painting and/or staining of exterior surfaces of the Condominium buildings and of entry doors and door frames on a schedule to be determined by the Board.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the General Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to, landscaping of General Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall not be liable for injury or damage to person or property caused by or resulting from the elements, the Owner of any Unit, any other Person, any utility, rain, snow or ice which may leak or flow from any portion of the General Common Elements, or any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner, or any Owner's Occupants, guests or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the General Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupants, guests or family, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Master Deed, or any inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other

governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent of readily available matching or similar materials (trim and such will also be finished to "paint-ready"). Due to the uncontrollability of quality of repair, items such as faux paint treatment, wallpaper, ceiling/wall applique, and any other finishes that the Board deems unreasonable, will not be the responsibility of the Association. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Owner. Removal, storage, or other protective measures of personal items are also the responsibility of the Owner. If the removal, storage or other protective measures are not taken by the Owner and damage occurs due to the repair process, the Association will not be liable for such damage. Upon completion of such repairs, the Association will perform cursory cleaning. As a level of cleaning is subjective, the Association will not be responsible for a detailed cleaning. The Board has sole discretion on defining what is reasonable for the level, quality and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms or corporations of its choice such duties as are approved by the Board.

Section 3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days from the date of the notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within such ten (10) day period and diligently pursue completion of such replacement or repair. If the Board determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, and the cost thereof shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

Section 4. Measures Related to Insurance Coverage.

(a) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install smoke detectors, requiring Owners to make improvements to the Owner's Unit, and such other measures as the Board may reasonably require, so long as the cost of such work does not exceed Three Hundred Dollars (\$300.00) per Unit in any twelve (12) month period.

(b) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any requirement made by the Board pursuant to subsection (a) above, the Association, upon fifteen (15) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subsection (a) above, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

Section 5. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Master Deed may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

Article VIII
Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to an Owner, at the address which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(b) If to an Occupant, at the address of the Unit occupied; or

(c) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Master Deed.

Section 3. Captions. The captions herein 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 thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution, or in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the Association's accounts shall be performed annually in the manner provided by the Board. However, after receiving the Board's financial review at the annual meeting, the Owners may, by the vote of a majority of the total Association vote, require that the Association's accounts be audited as a Common Expense by an independent accountant.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Act, the South Carolina Nonprofit Corporation Act, the Master Deed, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Act, the South Carolina Nonprofit Corporation Act, the Master Deed, these Bylaws, or the Articles of Incorporation, then the provisions of the Act, the South Carolina Nonprofit Corporation Act, as may be applicable, the Master Deed, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of these Bylaws or by the Act, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent or more of the total eligible vote of the Association. As long as Developer owns at least one (1) Unit, any amendment to these Bylaws shall require the written consent of Developer. Notice of a meeting, if any, at which an amendment will be considered shall state that fact and the subject matter of the proposed

amendment. No amendment shall become effective until it is certified by the Association's President and Secretary and recorded in the land records of the county in which the Condominium is located. Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with these Bylaws. Owners whose voting rights have been suspended pursuant to the Master Deed or these Bylaws shall not be counted toward the amendment requirement.

No provision of these Bylaws which reserves or grants special rights to Developer and/or its affiliates shall be amended without the prior written consent of Developer and any affiliates affected by such amendment, so long as Developer and/or such affiliates, as the case may be, own at least one (1) Unit.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 9. Books and Records. To the extent provided in Section 33-31-1602 of the Code of Laws of South Carolina, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Board, upon written request at least five (5) days before the date on which the member or holder wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, members shall not be entitled to inspect privileged documents or the financial records or accounts of other members. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

{SIGNATURES ON FOLLOWING PAGE}

EXHIBIT "G"

JOINT USE AGREEMENT

ATTACHED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) AMENDMENT TO THE MASTER DEED OF
TOLER'S COVE HORIZONTAL PROPERTY
REGIME TO ESTABLISH EASEMENT AND
JOINT USE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 25th day of July, 2019 by and between Toler's Cove Homeowners Association, Inc. (hereinafter "Grantor"), the Annex at Toler's Cove Owners' Association, Inc. (hereinafter "Grantee") and Seagrass Development Company, LLC ("Seagrass") for the benefit of the Owners of property in the Annex at Toler's Cove Horizontal Property Regime, their heirs, successors and assigns, and this Agreement hereby amends the Toler's Cove Master Deed.

WITNESSETH:

WHEREAS, Toler's Cove is a condominium community located in the Town of Mt. Pleasant, County of Charleston, South Carolina formed pursuant to the South Carolina Horizontal Property Act (Sections 27-31-10, et seq, South Carolina Code of Laws (1976)) (the "Act") and by the recording of a Master Deed in the ROD Office for Charleston County in Book H143, Page 536, and an Amended and Restated Master Deed recorded in Book K115, Page 104 of the Charleston County ROD Office, as subsequently amended by instruments recorded in Book J177, Page 361; Book X460, Page 114, and Book 0650, Page 175 (collectively the "Toler's Cove Master Deed"); and

WHEREAS, the Annex property (formerly known as the "Shipstore Parcel") is adjacent to Toler's Cove and consists of 7,552 sq. ft., 0.173 acres, as shown on the plat by Forsberg Engineering and Surveying, Inc. dated and recorded April 12, 2002 in Plat Book EF, Page 543 of the Charleston County ROD Office; and as more recently depicted on the plat by Kennerty Surveying, Inc. dated December 15, 2018, last revised March 27, 2019, a copy of which is attached hereto as Exhibit "A" and made a part hereof by express reference; and

WHEREAS, Seagrass is the owner and developer of the Annex property and, pursuant to the Act, has formed the Annex at Toler's Cove Horizontal Property Regime (the "Annex") containing six (6) residential condominium units (each an "Annex Unit") which are to be sold to third party purchasers; and

WHEREAS, the Grantee is in the incorporated Council of Co-Owners for the Annex; and

WHEREAS, the Annex has no swimming pool or other amenities other than private parking and storage spaces for the use of the Annex Unit owners as provided in the Master Deed of the Annex at Toler's Cove Horizontal Property Regime; and

WHEREAS, the Grantor is responsible for the operation and management of the affairs of Toler's Cove which includes the operation and management of the amenities and recreational facilities located in Toler's Cove which are defined as "Non-Structural Common Areas" in the Toler's Cove Master Deed (the "Amenities"); and

WHEREAS, Section 15.2(f) of the Toler's Cove Master Deed permits the Grantor to grant to third parties the right to use the Amenities and the Common Area of Toler's Cove in return for such third parties' written, contractual undertakings to be responsible for a pro rata share of the operating and maintenance expenses of such amenities and Common Area, provided that Grantor has first obtained the written consent or affirmative vote of those members of the Grantor owning in excess of two-thirds (2/3) of the Total Percentage Interests who are present or represented by proxy at a duly called meeting; and

WHEREAS, the Grantor has obtained the requisite consent of Grantor's members to enter into this Agreement, and Grantor has agreed to give the Grantee, its members, successors and assigns and their invitees, permittees, guests, agents, heirs and assigns, the right to use the Amenities and an easement for access, ingress and egress over and upon the Common Area of Toler's Cove affording access to the Amenities in exchange for the owners of the Annex Units paying a pro rata share of the operating and maintenance expenses of such Amenities and Common Area.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its members, successors and assigns and their invitees, permittees, guests, heirs and assigns, a non-exclusive, perpetual easement for ingress and egress to and from the Amenities, over and upon the street known as Marsh Harbor Lane and over any Non-Structural Common Areas affording access to the Amenities as set forth in the Toler's Cove Master Deed (such street and Non-Structural Common Areas are referred to herein as the "Easement Area").

TOGETHER with the rights and privileges necessary for full enjoyment and use thereof.

TO HAVE AND TO HOLD subject to the terms of this Agreement all and singular the rights, use and enjoyment before mentioned unto Grantee, its members, successors and assigns and their invitees, permittees, guests, agents, heirs and assigns.

2. Right to Use Toler's Cove Non-Structural Common Area. Grantor agrees to allow the Grantee, its members, successors and assigns and their invitees, permittees, guests, heirs and assigns to use the Amenities described in the Toler's Cove Master Deed as "Non-Structural

Common Areas” in exchange for the Grantee’s proportionate contribution toward the expenses of operating, maintaining, repairing, replacing and improving the Amenities and the Easement Area.

3. Grants Subject to Rules and Regulations. The easement granted in Section 1, above, and the right to use the Amenities set forth in Section 2, above, are subject to such reasonable rules and regulations now existing and/or later adopted by the Grantor’s Board of Directors relating to the use and enjoyment of the Amenities and Easement Area.

4. Contribution to Maintenance, Repair and Replacement. The proportionate share of the expenses (the “Proportionate Share”) to be paid collectively by all of the owners of the Annex Units to the Grantor will be 6.31% of the following items contained in each annual budget approved by Grantor’s Board of Directors: (i) the cost of maintenance, repair and replacement of the Amenities and the Easement Area; (ii) the cost of utilities and other services provided to the Amenities and the Easement Area; (iii) the cost of liability and property insurance for the Amenities and the Easement Area; and (iv) reserves for future maintenance, repair, and replacement of, and/or improvements to, the Amenities and the Easement Area.

Additionally, in the event that a special assessment is levied by the Grantor’s Board of Directors for maintenance, repair, replacement of, or improvements to, the Amenities or the Easement Area, the owners of the Annex Units shall collectively pay to Grantor an amount equal to 6.31% of such special assessment. The term “Proportionate Share” includes any special assessment levied in accordance with this paragraph.

The Proportionate Share is determined by a fraction where the numerator is the total number of units in the Annex (6) and the denominator is the total number of Toler’s Cove units and lots as provided in Section 11.2(a) of the Toler’s Cove Master Deed (43 condominium units + 46 homes/lots =89) plus the total number of units in the Annex (89+6 = 95). Proportionate share = $6/95 = 6.31\%$.

After Grantor’s annual budget is approved (or after a special assessment is levied by Grantor), Grantor shall inform Grantee of the amount of the Proportionate Share and the date that the Proportionate Share is due, or the frequency in which installments of the Proportionate Share shall be due. Grantee agrees to promptly determine each Annex Unit owner’s allocated portion of the Proportionate Share (each an “Allocated Portion”) and to notify each Annex Unit owner of the amount of his or her Allocated Portion and the date(s) that the Allocated Portion is due to be paid to Grantor. Grantee shall then promptly notify Grantor of the Allocated Portion owed by each Annex Unit owner.

Grantee and Seagrass agree that each Allocated Portion shall be a charge and continuing lien upon each Annex Unit to which such Allocated Portion is allocated. In the event that an Annex Unit owner’s Allocated Portion (or installment of such Allocated Portion) is not paid to Grantor when due, Grantor shall have the right to record a Notice of Lien against such Annex Unit at the Charleston County ROD Office. Such lien may be enforced by the Grantor by foreclosure in the

same manner as mortgages are foreclosed under South Carolina law. The Allocated Portion shall also be the personal obligation of the owner of the Annex Unit at the time when the Allocated Portion fell due and may be collected in the same manner as other debts are collected under South Carolina law. Grantor shall have the right to collect from an Annex Unit owner reasonable attorney's and costs of collection incurred by Grantor in connection with its efforts to collect a delinquent Allocated Portion owed by such Annex Unit owner.

5. No Barriers. The Grantor and the Grantee are prohibited from placing, constructing or maintaining any wall, fence, barrier or any other structure of any type which would prevent or impair the use or enjoyment of the Easement and other rights herein.

6. Suspension of Use. The rights afforded the Grantee, its members, successors or assigns and their invitees, guests, permittees, agents, heirs and assigns may be suspended at any time during which any payments made pursuant to this Agreement are in arrears.

7. For each Annex Unit, Seagrass shall pay to the Grantor the sum of \$12,500.00, which sum shall be due and payable upon the earlier of the following to occur: (i) the date of the closing of the sale of the Annex Unit or (ii) six months following the date that a certificate of occupancy has been issued for the Annex Unit.


8. The Easement granted herein is appurtenant to and for the use and benefit of the Grantee, its members, successors and assigns, and their invitees, permittees, guests, agents, heirs and assigns.

9. This Agreement will be construed and interpreted in accordance with the laws of the State of South Carolina.


10. Capitalized terms not defined herein shall have the same meaning set forth in the Toler's Cove Master Deed.

IN WITNESS WHEREOF, Toler's Cove Homeowners' Association, Inc. has caused this instrument to be executed this 10th day of July, 2019 by its duly authorized officers.

WITNESSES:

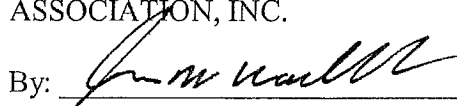


Witness 1



Witness 2

TOLER'S COVE HOMEOWNERS
ASSOCIATION, INC.

By: 

JAMES M. WADDELL
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 10th day of July, 2019 by TOLER'S COVE HOMEOWNERS' ASSOCIATION, INC., by JAMES M. WOODHEAD its President.

CHAD H. URBAN
Notary Public, State of South Carolina
My Commission Expires 7/13/2026

[Signature]
Notary Public for South Carolina
Print name of Notary: Chad Urban
My Commission Expires: 7/13/26

IN WITNESS WHEREOF, Annex at Toler's Cove Owners' Association, Inc. has caused this instrument to be executed this 25th day of July, 2019 by its duly authorized officers.

WITNESSES:

ANNEX AT TOLER'S COVE OWNERS' ASSOCIATION, INC.

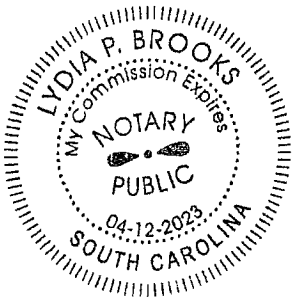
[Signature]
Witness 1

By [Signature]
Its: President

[Signature]
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 25 day of July, 2019 by ANNEX AT TOLER'S COVE OWNERS' ASSOCIATION, INC., by John Hassell, its President.



[Signature]
Notary Public for South Carolina
Print name of Notary: Lydia P. Brooks
My Commission Expires: 4/12/23

IN WITNESS WHEREOF, Seagrass Development Company, LLC has caused this instrument to be executed this 25th day of July, 2018 by its duly authorized officers.

WITNESSES:

SEAGRASS DEVELOPMENT COMPANY, LLC

[Signature]
Witness 1

By: [Signature]
Its: President

[Signature]
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 20 day of July, 2019 by SEAGRASS DEVELOPMENT COMPANY, LLC by John Nassell, its President.

[Signature]
Notary Public for South Carolina
Print name of Notary: Lydia P. Brooks
My Commission Expires: 4/12/25

