

- (a) The right of each lot owner to have access to such owner's lot by an easement appurtenant thereto for ingress, egress and regress over and upon the common properties;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the common properties against foreclosure; and
- (c) The right of each lot owner to have an easement appurtenant for utilities to such lot over and upon the common properties; and
- (d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; and the right of the Company or the Association to dedicate or transfer to any public or private utility, utility easements, provided for herein, or otherwise, on any part of the common properties.

4. MAINTENANCE ASSESSMENTS: Each owner of any lot shall by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, agree to all of the terms and provisions of these Covenants, and to pay to the Association: (i) an interim management fee in the sum of Ten (\$10.00) Dollars per month; (ii) working capital for the Association; (iii) maintenance assessments (iiii) special assessments established and collected for hereunder, whether maintenance assessments or special assessments, together with such interest thereon and costs of collections therefor, shall be a charge and continuing lien on the lots against which each such assessment is made. Each such assessment shall also be the personal obligation of the person(s) or entity who was the owner of such lot at the time when the assessment fell due. In the case of co-ownership of a lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessments.

The assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the common properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, material, management, and supervision thereof; and for the operation and running of the Association.

From the date of the first conveyance of title by the Company to an owner of a lot shown on said plat(s), until the date of the first Association meeting, the Company or its designee, shall serve as the Interim Management Agent with responsibility for coordinating all normal management services of the Association. During such period, the Interim Management Agent, or its designee, shall receive a monthly management fee from each owner of Ten (\$10.00) Dollars, plus a special assessment payable monthly in the sum of Twenty (\$20.00) Dollars for site lighting electricity, pest control, and landscaping.

300,000,000

Upon selection by the Association of a Regular Management Agent and the adoption of the annual association budget by the Board of Directors of the Association, any excess of interim assessments over total, actual operating expenses shall be deposited by the Company to the account of the Association. The Interim Management Agent shall provide to the Regular Management Agent an accounting of operating revenues and expenses. After adoption of the annual budget, the Company shall be subject to regular assessments for any lots with completed improvements built thereon and still owned by it.

At the time title is conveyed to an owner, each owner shall contribute to the working capital reserve established by the Interim Management Agent the sum of One Hundred (\$100.00) Dollars. Such funds shall be used solely for initial operating and capital expenses of the Association and the common properties. At the time of selection of the Regular Management Agent, the Interim Management Agent shall pay to the account of the Association all unused funds, and it shall provide an accounting of all revenues and expenditures.

The Board of Directors of the Association shall have the right and power to fix the assessments for each of the lots. Commencing six months from the date of the first conveyance of a lot by the Company to an owner, and on the same day of each year thereafter, each lot owner shall pay to the Association, in advance, the maintenance charges against his property, and such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association for the purposes stated herein. The assessment shall be delinquent when not paid within thirty days after becoming due. Nothing herein shall prohibit the imposition of a monthly, quarterly or semi-annual assessment in the place of the annual assessment herein contemplated, if so desired by the Board of Directors.

The assessments may be increased, adjusted or reduced from year to year by the Board of Directors of the Association, as the needs of the common property, in its judgment, may require, and each lot shall be subject to the same assessment.

5. MAINTENANCE FUND: The assessments collected by the Association shall be used to create a maintenance fund for the following: lighting, pest control, landscaping, maintenance and leasing of master TV antenna, improving and maintaining streets, and parking areas comprising portions of the common properties; for maintaining and improving amenities and recreational facilities located on the common properties of the Association; for cutting, pruning and maintaining shrubbery, trees and grass in the common areas; for the payment of taxes on the common property; and for doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate health and fire hazards, which in the opinion of the Board of Directors may be of general benefit to the owners of the lots.

6. The lots shall be subject to the Protective Covenants of Seabrook Island dated April 22, 1974, and recorded in the R.M.C. Office for Charleston County in Book M-105, Page 194, as amended by Modification dated October 29, 1976, and recorded in the R.M.C. Office aforesaid in Book Y-110, Page 145. Also, the lots are subject to the By-Laws of Seabrook Island Property Owners Association, recorded in Book S-109, Page 2, R.M.C. Office for Charleston County.

7. EXTERIOR APPEARANCE OF DWELLINGS: No change shall be made to the exterior appearance of any dwelling which shall include the erection of exterior window covering, awnings, or shutters, which can be seen from the outside of the dwelling, without the express approval of the Company under paragraph 6 of the Protective Covenants dated April 22, 1974, and recorded in the R.M.C. Office for Charleston County in Book M-105, Page 194.

8. DURATION AND AMENDMENT: These Covenants shall run with and bind the land and shall enure to the benefit of and be enforceable by the Association, the Company or the owner of any lot subject hereto for a term of twenty years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless three-fourths of the then owner's vote to terminate these Covenants at a duly called meeting of the Association. The Covenants may be amended at any time upon the affirmative vote of three-fourths (3/4) of the owners at a duly called meeting of the Association. During the period ending one year from the date hereof, the Company may delete, amend or add to these Covenants, without the consent of the owners, to clarify or correct any of the items hereof. The Company shall not, by reason of any power herein reserved, have the right to alter the amount or method of making annual, monthly, or special assessments, nor to affect the voting rights of any owner.

9. SEVERABILITY: Should any covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

IN WITNESS WHEREOF, SEABROOK ISLAND COMPANY has caused these presents to be executed in its name by Thistle Corp., its General Partner, by Leonard F. LaSala, its Vice President, and by W. Russell Campbell, its Assistant Secretary, this 16th day of September, 1977.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SEABROOK ISLAND COMPANY
BY THISTLE CORP.
its General Partner

BY: Leonard F. LaSala

Patricia M. Christie its Vice President
Leonard Brand

BY: W. Russell Campbell
its Assistant Secretary

6114 320

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Laurie T. Herron
and made oath that (s)he saw the within named SEABROOK ISLAND COMPANY by
THISTLE CORP., its General Partner, by LEONARD F. LASALA, its Vice
President, and by W. RUSSELL CAMPBELL, its Assistant Secretary, sign,
seal and as its act and deed, deliver the within written instrument, and
that (s)he with Leonard Krawcheck witnessed the execution
thereof.

Laurie T. Herron

SWORN to before me this 30th
day of November, 1977.

Leonard F. Lasala (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 12/15/79

Leonard Krawcheck

6114 320

Filed, Indexed and Recorded

NOV 29 1977 5 53
TIME
Book 6114 Page 320

✓

William B. Patton

Register Meane Conveyance
Charleston County, S. C.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SEABROOK ISLAND COMPANY, a South Carolina Limited Partnership, does hereby declare, covenant and agree with future owners of the property hereinafter described his, hers, their or its heirs, successors and assigns, that such property shall hereafter be subject to the provisions of the Covenants of Tarpon Pond Cottages, Seabrook Island dated September 16, 1977, and By-Laws of Tarpon Pond Cottage Owners Association, A South Carolina Nonprofit Organization certified September 16, 1977, and recorded in Book 0113, Page 271, R.M.C. Office for Charleston County. The property to which this Declaration is applicable is described as follows:

ALL those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lots 427 through 440, inclusive, on a plat by E. M. Seabrook, Jr., C.E. and L.S. dated October 24, 1977 and recorded in the R.M.C. Office for Charleston County in Book AJ at Page 146.

Said lots of land having the buttings, boundings, measurements, courses and distances as will more fully be shown by reference to said plat.

ALSO

ALL those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lots 422 through 426, inclusive, and Lots 441 through 455, inclusive, on a plat by E. M. Seabrook, Jr., C.E. and L.S., dated October 24, 1977 and recorded in the R.M.C. Office for Charleston County in Book AJ at Page 147.

Said lots of land having the buttings, boundings, measurements, courses and distances as will more fully be shown by reference to said plat.

IN WITNESS WHEREOF, SEABROOK ISLAND COMPANY by Thistle Corp., its General Partner, by Leonard F. LaSala, its Vice President and by W. Russell Campbell, its Assistant Secretary, has hereunto set its Hand and Seal this 21st day of November, 1977.

SEABROOK ISLAND COMPANY
 BY THISTLE CORP.
 its General Partner

Leonard F. LaSala
W. Russell Campbell

BY *Leonard F. LaSala*
 its *VICE PRESIDENT*
 BY *W. Russell Campbell*
 its *ASSISTANT SECRETARY*

11352

BY-LAWS OF TARPON POND COTTAGES OWNERS ASSOCIATION
A SOUTH CAROLINA NONPROFIT ORGANIZATION.

ARTICLE I

NAME, LOCATION AND PURPOSE:

Section 1. The name of this corporation shall be Tarpon Pond Cottages Owners Association.

Section 2. Its principal office shall be located at Seabrook Island, Charleston County, South Carolina.

Section 3. The object, purpose and business which this corporation proposes to do shall be to own, acquire, build, operate and maintain open spaces, streets and certain other common facilities incident to its ownership of the common properties located at Tarpon Pond Cottages, Seabrook Island, Charleston County, South Carolina.

(a) To fix assessments or charges to be levied against the lots in Tarpon Pond Cottages.

(b) Enforce any and all covenants, restrictions and agreements applicable to the lots.

(c) Pay taxes, if any, on the common property and facilities at Tarpon Pond Cottages, Seabrook Island, Charleston County, South Carolina.

ARTICLE II

SEAL

The corporation shall have a seal bearing the words "Seal" in the center, and having the words "Tarpon Pond Cottages" encircling the edge.

ARTICLE III

OFFICERS

Section 1. The Executive Officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The First President shall hold office for two (2) years, after which time the President shall be elected annually by the Board of Directors. All other officers shall be elected annually by the Board of Directors, hereinafter sometimes referred to as the Board. They shall take office immediately after election. The officers of the corporation the first year need not be members of Tarpon Pond Cottages Owners Association. Thereafter, all officers shall be members of the corporation.

Section 2. Subject to the direction of the Board of Directors, the President shall be chief executive officer of the corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The president shall be ex-officio a member of all committees.

Section 3. The Vice President shall have the power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of members' meetings and books provided for that purpose; he shall have the custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation, and shall perform all duties incident to the office of treasurer, subject to control of the Board of Directors and the President. If required by the Board, he shall give a bond for faithful discharge of his duties in such sum as the Board may require.

Section 6. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a Board of Directors. The initial Board of Directors shall consist of five Directors, who shall hold office for one year or until the election of their successors. At each annual meeting, five directors shall be elected for a term of one year.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. The Board shall meet for the transaction of business at such place as may be designated from time to time. Special meetings of the Board may be called by the President or two members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each Board member before the time appointed for such meeting.

Section 4. The Directors shall act only as a Board and the individual Directors shall have no power as such. A majority of the Directors in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same, from time to time, without notice, until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. The Board of Directors, after the close of the fiscal year, shall submit to the members of the corporation a report as to the condition of the corporation and its property and shall submit also an account of the financial transactions of the past year.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. There shall be an annual meeting of the members of the corporation at such place as may be designated, on the first Saturday of March of each year if not a legal holiday under the laws of the State of South Carolina, and if a legal holiday, then on the next succeeding business day, at 11 o'clock in the forenoon, for the transaction of such business as may come before the meeting.

Section 2. Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least five memberships. Notice of each special meeting, stating the time, place, and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3. At any meeting of the members, a quorum shall consist of members owning a majority of the lots in Tarpon Pond Cottages, present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

ARTICLE VI

MEMBERSHIPS AND VOTING RIGHTS

Every legal person or entity who is the record owner of the fee simple title to any lot in Tarpon Pond Cottages, Seabrook Island, Charleston County, South Carolina, which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned, and when more than one person or entity own such interest in any lot, all such persons or entities shall be members and vote for such lots shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE VII

Every lot shown on a plat of Tarpon Pond Cottages, Seabrook Island, Charleston County, South Carolina, recorded in Plat Book AJ, Page 76, R.M.C. Office for Charleston County and each lot to which the provisions hereof are made applicable by reference in a Deed or written instrument shall be subject to the maintenance assessments, interim management fee, working capital payment, and special assessments as provided for in the Covenants of Tarpon Pond Cottages, recorded simultaneously herewith.

ARTICLE VIII

The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, visitor, or other person while on the common properties of Tarpon Pond Cottages.

ARTICLE IX

The Board of Directors shall have the right to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of the published Rules and Regulations of the Association, it being understood that any suspension for either non-payment of any assessment or breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment due.

ARTICLE X

NOTICE

Section 1. Whenever, according to these By-Laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice but such notice may be given in writing by depositing the same in a post office in Charleston County, South Carolina, in a postpaid sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE XI

CONTRACTS AND OWNERSHIP OF PROPERTY

Section 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of the Corporation, and such authority may be general or confined to specific instances.

Section 2. All instruments in writing affecting any real estate which may be owned by the corporation, shall be executed and acknowledged in the name of the corporation by the President and attested by the Secretary, with the corporate seal affixed thereto.

ARTICLE XII

AMENDMENT OF BY-LAWS

These By-Laws may be amended, at a regular or special meeting of the members, by three-fourths of the vote at a duly called meeting of the membership.

CERTIFICATION

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, Leonard Krawcheck, Secretary
of Tarpon Pond Cottages Owners Association, a South Carolina corporation,
do hereby certify that the within By-Laws are the legal By-Laws of Tarpon
Pond Cottages Owners Association, a South Carolina corporation.

WITNESS my Hand and Seal this 16th day of
September, 1977.

WITNESS:

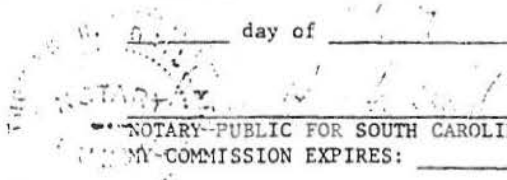
Laurie T. Herron
Toni W. Montgomery
Leonard Krawcheck

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Laurie T. Herron
and made oath that s/he saw the within named
Leonard Krawcheck, Secretary of Tarpon Pond Cottages Owners
Association, a South Carolina corporation, sign the within Certification,
and that s/he with Toni W. Montgomery witnessed the execution thereof.

Laurie T. Herron

SWORN to before me this
_____ day of _____, 1977.

 (SEAL)
NOTARY-PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

Wilson & Kewbeck

BOOK **0113** PAGE **271**

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Filed, Indexed and Recorded

Sept 16 19 37 2.45
DATE TIME

Book 0113 Page 271

William C. ...

**Register Mesne Conveyance
Charleston County, S. C.**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION OF
AMENDMENT OF BY-LAWS

This is certification that the By-Laws of Tarpon Pond Cottages Owner's Association of record in the RMC Office for Charleston County in Book O 113 at page 271, have been amended in accordance with and pursuant to the provisions for amending the By-Laws in the following particulars, to wit:

ARTICLE IV, Section 1. (Board of Directors) is amended to read:

"The affairs of the corporation shall be managed by a Board of Directors. The Board of Directors shall consist of Five Directors who shall initially be elected to serve staggered terms, two (2) for three (3) years, two (2) for two (2) years, and one (1) for one (1) year, and they shall serve until their successors shall be elected for a term of three (3) years."

WITNESS the Hand and Seal of the Secretary of the Tarpon Pond Cottages Owner's Association, this 16th day of MARCH, 1984.

WITNESS

TARPON POND COTTAGES OWNERS
ASSOCIATION

Thomas Galbraith

BY: Iona Sanders
ITS: Secretary

Charles W. Ganetti

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that s/he saw the within named Tarpon Pond Cottages Owner's Association by IONA SANDERS, its Secretary, sign seal and as its act and deed deliver the within written instrument and that s/he with the other witness above subscribed witnessed the execution thereof.

SWORN to BEFORE me this 29th
day of march, 1984.

Thomas Galbraith

Charles W. Ganetti (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 6/24/91

LEONARD KRAWCHECK
ATTORNEY AT LAW

BK H 1306020

4.0

FILED, INDEXED & RECORDED

H 136-19
1984 APR -9 PM 3:18 ✓

ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SEABROOK ISLAND COMPANY, a South Carolina Limited Partnership, does hereby declare, covenant and agree with future owners of the property hereinafter described his, hers, their or its heirs, successors and assigns, that such property shall hereafter be subject to the provisions of the Covenants of Tarpon Pond Cottages, Seabrook Island dated September 16, 1977, and By-Laws of Tarpon Pond Cottage Owners Association, A South Carolina Nonprofit Organization certified September 16, 1977, and recorded in Book 0113, Page 271, R.M.C. Office for Charleston County. The property to which this Declaration is applicable is described as follows:

ALL those certain lot's, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lots 427 through 440, inclusive, on a plat by E. M. Seabrook, Jr., C.E. and L.S. dated October 24, 1977 and recorded in the R.M.C. Office for Charleston County in Book AJ at Page 146.

Said lots of land having the buttings, boundings, measurements, courses and distances as will more fully be shown by reference to said plat.

ALSO

ALL those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and shown and designated as Lots 422 through 426, inclusive, and Lots 441 through 455, inclusive, on a plat by E. M. Seabrook, Jr., C.E. and L.S., dated October 24, 1977 and recorded in the R.M.C. Office for Charleston County in Book AJ at Page 147.

Said lots of land having the buttings, boundings, measurements, courses and distances as will more fully be shown by reference to said plat.

IN WITNESS WHEREOF, SEABROOK ISLAND COMPANY by Thistle Corp., its General Partner, by Leonard F. LaSala, its Vice President and by W. Russell Campbell, its Assistant Secretary, has hereunto set its Hand and Seal this 21st day of November, 1977.

SEABROOK ISLAND COMPANY
 BY THISTLE CORP.
 its General Partner

Leonard F. LaSala
 Leonard F. LaSala

BY *W. Russell Campbell*
 its VICE PRESIDENT

BY *W. Russell Campbell*
 its ASSISTANT SECRETARY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Laurie T. Herron
and made oath that (s)he saw the within named SEABROOK ISLAND COMPANY by
THISTLE CORP., its General Partner, by LEONARD F. LASALA, its Vice
President, and by W. RUSSELL CAMPBELL, its Assistant Secretary, sign,
seal and as its act and deed, deliver the within written instrument, and
that (s)he with Leonard Krawcheck witnessed the execution
thereof.

Laurie T. Herron

SWORN to before me this 30th
day of November, 1977.

Leonard F. Lasala (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 12/15/79

Book 177

Filed, Indexed and Recorded

Dec 2 19*77* *3:05*

DATE TIME
Book *G114* Page *320*

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Arthur G. Patton

Register Mesne Conveyance
Charleston County, S. C.

Filed, Indexed and Recorded

Dec 2 1977 3:05
DATE TIME
Book G114 Page 320

✓

Arthur G. Benton

Register Mesne Conveyance
Charleston County, S. C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION OF
AMENDMENT OF BY-LAWS

This is certification that the By-Laws of Tarpon Pond Cottages Owner's Association of record in the RMC Office for Charleston County in Book O 113 at page 271, have been amended in accordance with and pursuant to the provisions for amending the By-Laws in the following particulars, to wit:

ARTICLE V, Section 1. (Meeting of Members) is amended to read:

"There shall be an annual meeting of the members of the corporation at such place as may be designated, between March 1st and March 31st of each year for the transaction of such business as may come before the meeting. Notice of each annual meeting, stating the time, date, place and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least thirty (30) days prior to the meeting"

WITNESS the Hand and Seal of the Secretary of the Tarpon Pond Cottages Owner's Association, this 16th day of MARCH, 1984.

WITNESS:

TARPOND POND COTTAGES OWNER'S
ASSOCIATION

Thomas K. Galle

BY: Jona Sanders
ITS: Secretary

Charles A. Garsick

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that s/he saw the within named Tarpon Pond Cottage Owner's Association by JONA SANDERS, its Secretary, sign, seal and as its act and deed deliver the within written instrument and that s/he with the other witness above subscribe witnessed the execution thereof.

SWORN to BEFORE me this 29th
day of March, 1984.

Thomas K. Galle
Charles A. Garsick (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 6/24/91

Handwritten initials

LEONARD KRAWCHECK
ATTORNEY AT LAW

3KH 136PG022

FILED, INDEXED & RECORDED

H136-21

1984 APR -9 PM 3:18

✓

ROBERT N. KING
REGISTER MESSE CONVEYANCE
CHARLESTON COUNTY, S.C.

Handwritten signature