

HORIZONTAL PROPERTY
MASTER DEED
PLAN OF APARTMENT OWNERSHIP

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 11th day of January, 1965, Frank J. Schaefer, whose principal office is situated in the City of Winchester, State of Virginia, hereinafter referred to as Grantor, does hereby state:

FIRST: That Grantor owns a property situated at Hilton Head Island, County of Beaufort, State of South Carolina, which is described as follows:

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, and shown and designated as Section One on a revised plat dated June 22, 1964, and entitled "A Plat Showing 5.931 Acres of Sea Pines Plantation Adjacent to 10th and 11th Fairways, Hilton Head Island, Beaufort County, South Carolina", and recorded in the office of the Clerk of Court for Beaufort County in Book 14 at Page 35, and more particularly described on a plat entitled "Plat of Section One (Revised), Sea Pines Villas, Sea Pines Plantation, Hilton Head Island, South Carolina" and recorded in the office of the Clerk of Court for Beaufort County in Plat Book 14 at Page 36 as follows: Beginning at a corner marker designated as the point of curvature on the southwest side of Cross Island Avenue as shown on referenced plat S 52°57' E a distance of 263.0 feet to a corner marker; thence S 48°40' W a distance of 133.93 feet to a corner marker; thence N 74°23' W a distance of 163.29 feet to a corner marker; thence S 88°25' W a distance of 65.0 feet to a corner marker; thence N 7°25' E a distance of 156.0 feet to a corner marker; thence N 59°37' E a distance of 125.0 feet to a point of beginning.

SECOND: That Grantor (intending to create a Horizontal Property Regime that shall be known as SEA PINES GOLF VILLAS HORIZONTAL PROPERTY REGIME I, hereinafter called the "Regime") has constructed on the parcel of land described above certain buildings and other improvements (which together with the land described in Paragraph First, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto are hereinafter usually referred to as the "Property") according to the plans attached hereto and identified as Exhibit B, which were certified to by Richard E. Collins, A.I.A., an architect duly authorized and licensed to practice in the State of South Carolina, on the 19th day of October, 1964, and which are made a part hereof.

THIRD: That the Property includes two buildings containing nine individual dwelling units (hereinafter referred to as "Apartments") all of which are to be used for residential purposes. The Apartments are all capable of individual utilization on account of having their own exits to the common elements of the Property, and they will be sold to one or more co-owners, each co-owner obtaining a particular and exclusive property right thereto, and also undivided interest in the general and limited common elements of the Property, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment (hereinafter referred to as "common elements") all of the above in accordance with the Horizontal Property Act of South Carolina.

FOURTH: That the Property has a total area of 1.39 acres of which 16,743.09 square feet will constitute Apartments, and 45,805.42 square feet will constitute common elements.

FIFTH: That the Apartments and common elements of the Property will be as follows:

1. Apartments: In Building A there are three (3) Apartments, and in Building B there are six (6) Apartments, numbered consecutively A-1 to A-3 and B-4 to B-9, respectively, and hereinafter usually referred to as Apartments A-1, A-2, and A-3; and B-4, B-5, B-6, B-7, B-8 and B-9.

Each Apartment in Building A is equipped with a 2-Ton Lennox heat pump. Each Apartment in Building B is equipped with a 3-Ton Lennox heat pump.

The Apartments are described hereinbelow. The Apartments include (A) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceiling and floor thereof, including vents, doors, windows and such other structural elements that primarily are regarded as enclosures of space, and including the enclosed porch; (B) all non-structural interior dividing walls and partitions (including the space occupied by such walls or partitions, except such space as is a part of the common elements); and (C) the decorated inner surfaces of the perimeter and interior walls, (including the decorated inner surfaces of all interior structural walls) and floors, ceilings, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, tile and all other finishing materials and fixtures affixed or installed and for the sole and exclusive use of any Apartment, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes or systems serving any Apartment. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular Apartment or building, nor any structural members or portions of any Apartment or building, nor any property of any kind, including fixtures and appliances within any Apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Apartment.

1. That the title and interest of each owner of an Apartment in the common elements listed in subparagraph Paragraph "FIFTH", and their proportionate share in the profits and common elements (both general and limited), as well as the proportionate representation for voting purposes in the meeting of the Council of Co-owners (hereinafter usually referred to as "Council") of the Regime is based on the proportionate value of each Apartment to the total value of the Property as follows:

(a) Apartment A-1 and A-3: 10.45 percent each for Apartment A-1 and A-3 respectively, based on a value of \$19,500 for each of said Apartments and a total value of \$186,600 for the Property;

(b) Apartment A-2: 10.18 percent for Apartment A-2, based on a value of \$19,000 for this Apartment and a total value of \$186,600 for the Property;

(c) Apartments B-4 and B-9: 11.68 percent each for Apartment B-4 and B-9 based on a value of \$21,800 for each of said Apartments and a total value of \$186,600 for the Property;

(d) Apartments B-5, B-6, B-7 and B-8: 11.39 percent each for Apartments B-5, B-6, B-7, and B-8, based on a value of \$21,250 for each of said Apartments and a total value of \$186,600 for the Property.

2. The proportionate representation for voting purposes provided in subparagraph (1) hereof shall not be altered without the acquiescence of the co-owners representing all the Apartments.

SEVENTH: That the administration of the Regime consisting as aforesaid of the Property described in Paragraphs "FIRST" and "FIFTH" of this Deed shall be in accordance with the provisions of this Deed, and with the provisions of the By-Laws which are made a part of this Deed and are attached hereto as Exhibit C.

EIGHTH: That, as appears above, a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Horizontal Property Act of the State of South Carolina, so that Apartments may be conveyed and recorded as individual properties capable of independent use, each having its own exit to the common elements of the Property, each Apartment co-owner having an exclusive and particular right over his respective Apartment and in addition the specified undivided interest in the common elements of the Property.

NINTH: That so long as the Grantor owns one or more of the Apartments, the Grantor shall be subject to the provisions of this Deed and of Exhibits A, B and C, attached hereto; and the Grantor covenants to take no action which will adversely affect the rights of the Regime with respect to the assurances against latent defects in the Property or other rights assigned to the Regime by reason of the establishment of said Horizontal Property Regime.

TENTH: That the common elements shall remain undivided and no co-owner shall bring any action for partition or division.

ELEVENTH: That the percentage of the undivided interest in the common elements (both general and limited) established herein shall not be changed except with the unanimous consent of all of the co-owners expressed in amendment to this Deed duly recorded.

TWELFTH: That the undivided interest in the common elements shall not be separated from the Apartment to which it appertains and shall be deemed conveyed or encumbered with the Apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

THIRTEENTH: That each co-owner shall comply with the provisions of this Master Deed, the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the office of the Clerk of Court for Beaufort County at Book 124 of Deeds, page 35, the Regime By-Laws, decisions and resolutions of the Council of Co-owners, Board of Administration, or their representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief; Provided that nothing contained herein shall limit the rights of the Sea Pines Plantation Company as set forth in the aforesaid Declaration.

FOURTEENTH: That the dedication of the Property to the Horizontal Property Regime herein shall not be revoked, or the Property removed from the Horizontal Property Regime, or any of the provisions herein amended unless all of the co-owners and the mortgagees of all of the mortgages covering the Apartments unanimously agree to such revocation, or amendment, or removal of the Property from the Horizontal Property Regime by duly recorded instruments.

(a) Apartments in Building A: The Apartments in Building A measure 34.33 feet deep and 31.35 feet wide, with a screened porch 8.36 feet deep projecting at the rear 10.22 feet from each side. The porch is 17.74 feet wide. Each has a total area of 1,373.74 square feet. Their boundaries are as shown on the plat attached hereto and identified as Exhibit A. The Apartments each have their own access to the common elements.

Each Apartment in Building A contains a total area of 1,373.74 square feet. Each Apartment is entered through a foyer with an area of 18.4 square feet. To the side is a guest closet with 16.1 square feet of storage space. To the other side is the mechanical closet which contains the heating and cooling system. This closet has an area of 31.2 square feet.

The foyer opens into the living-dining area. This is an area of 418.2 square feet. To the rear of this area is the kitchen. It has an area of 67.2 square feet and is equipped with a sink, a MA 35 C Hotpoint garbage disposal, and a DA 35 E Hotpoint dishwasher, a RS 25 E Hotpoint electric range, and a CTA 312 E Hotpoint electric refrigerator.

A foyer leads from the living area to the two bedrooms and to a bath of 35.5 square feet. Along one wall of the foyer is a linen closet. The master bedroom is 192.2 square feet in area and has a private bath of 40 square feet. There are two closets in the master bedroom having a total area of 28.75 square feet. The second bedroom has an area of 166.75 square feet and a closet with an area of 16.1 square feet.

The rear of the dwelling unit opens to the screened porch with an area of 136 square feet.

(b) Apartments in Building B: The Apartments in Building B consist of two levels and measure at ground level 33.75 feet deep and 26.33 feet wide with a screened porch 13.67 feet deep projecting at the rear 8.90 feet from the corner. The porch is 17.44 feet wide. Each has a total area of 1,770.31 square feet. Their boundaries are as shown on the plat attached hereto and identified as Exhibit A. The Apartments each have their own access to the common elements.

Each Apartment in Building B contains a total area of 1,770.31 square feet. Each Apartment is entered through a foyer of 13.2 square feet. A guest closet to the side of the foyer has an area of 7.5 square feet. The foyer opens into the living room which has an area of 340.0 square feet. A bedroom and/or den is to the rear of the living room and is 144.0 square feet in area. This has a closet 21.5 square feet in area.

The kitchen is entered through a passage at the rear of the living room. It is 69.6 square feet in area and contains a sink, a RS 25 E Hotpoint electric range, a CTA 312 E Hotpoint electric refrigerator, a MA 35 C Hotpoint garbage disposal and a DA 35 E Hotpoint dishwasher. A powder room is adjacent, and beyond this is a shower and laundry room of 55.9 square feet. The dining area opens off the kitchen and living room and is 68 square feet in area. The living area is two levels high. The second floor level is reached by a stairway which is visible from the living room. This stairway leads to a balcony on the second floor. A bath 41.5 square feet in area is reached from the balcony. The balcony also leads to two bedrooms on this level. The larger of the two bedrooms has an area of 151.2 square feet and has a closet with an area of 24 square feet. The smaller bedroom has an area of 128.3 square feet and a closet with 12.5 square feet in area. A linen closet is adjacent to the bath on the second level.

The rear of the dwelling unit opens to the screened porch with an area of 204 square feet.

2. Common Elements:

(a) The general common elements are as follows:

(1) The Property excluding the limited common elements and the Apartments, and notwithstanding any provisions hereof to the contrary, including, but not limited to, the foundations, roofs, floors, ceilings, perimeter walls, structural interior walls and partitions, (including the floors and ceilings between the two levels in Building B), slabs, stairways, pipes, wires, conduits, air ducts, and public utility lines, including the space actually occupied by the above.

(2) Washing facilities located on the Property, which parking facilities consist of approximately 10,450 square feet, and are shown in the plat of the Property attached hereto and identified as Exhibit A.

(3) All roads, walkways, paths, trees, shrubs, yards, gardens, etc., located or to be located on the Property.

(4) All other elements of the Property constructed or to be constructed on the Property, rationally of common use or necessary to the existence, upkeep and safety of the Property, and in general all other devices or installations existing for common use.

(b) The limited common elements are as follows:

(1) The rear and front yards and service areas (shown on the plat attached hereto and identified as Exhibit A) adjacent to each Apartment, the storage cabinets located in the service areas, and the fences screening the service areas are limited common elements and are each restricted to the use of the Apartment adjacent to such limited common elements, respectively.

FIFTEENTH: That no co-owner of an Apartment may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Apartment.

SIXTEENTH: That all present or future co-owners, tenants, future tenants, or any other persons that might use the facilities of the Property in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Apartments of the Property or the mere act of occupancy of any of said Apartments shall signify that the provisions of this Deed are accepted and ratified.

SEVENTEENTH: That if the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Property shall be as provided by the above-mentioned Statute of South Carolina.

EIGHTEENTH: That, where a mortgagee or other purchaser of an Apartment obtains title by reason of foreclosure of a mortgage covering an Apartment, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Regime which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Regime from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

NINETEENTH: That the Board of Administration of the Regime or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Apartments but without prejudice to the right of the co-owner to obtain additional individual Apartment insurance.

TWENTIETH: That insurance premiums for blanket insurance coverage of the Property shall be a common expense to be paid by periodic assessments levied by the Regime and that such payments shall be held in a separate escrow account of the Regime and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.
Dated the day and year first above written.

FRANK J. SCHAEFER

Signed, sealed and delivered
in the presence of:

Frank J. Schaefer
Frank J. Schaefer

Harold Depkin
Jarvis S. Depkin

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) ss

Personally appeared before me Harold Depkin, who, on oath, says that he saw the within-named Frank J. Schaefer sign, seal, and as his act and deed deliver the foregoing Master Deed for the uses and purposes therein mentioned, and that he with Jarvis S. Depkin, in the presence of each other, witnessed the due execution thereof.

Harold Depkin
Harold Depkin

Subscribed and sworn to before me this 10th day of February, 1965.

Robert M. ...
Notary Public, South Carolina

My Commission expires:

KNOW ALL MEN BY THESE PRESENTS, That I, Helen H. Schaefer, wife of Frank J. Schaefer, of Winchester, Virginia, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to me in hand paid at and before the sealing of these presents by my husband the said Frank J. Schaefer, (the receipt whereof is hereby acknowledged) do hereby agree, consent and approve the submission of the following property to a horizontal property regime, known as the SEA PINES GOLF VILLAS HORIZONTAL PROPERTY REGIME, in accordance with the Horizontal Property Act of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, and shown and designated as Section One on a revised plat dated June 22, 1964, and entitled "A Plat showing 5.931 Acres of Sea Pines Plantation Adjacent to 10th and 11th Fairways, Hilton Head Island, Beaufort County, South Carolina", and recorded in the office of the Clerk of Court for Beaufort County in Book 14 at Page 35, and more particularly described on a plat entitled "Plat of Section One (Revised) Sea Pines Villas, Sea Pines Plantation, Hilton Head Island, South Carolina" and recorded in the office of the Clerk of Court for Beaufort County in Plat Book 14 at Page 36 as follows: Beginning at a corner marker designated as the point of curvature on the southwest side of Cross Island Avenue as shown on referenced plat S 52°57' E a distance of 263.0 feet to a corner marker; thence S 48°40' W a distance of 153.93 feet to a corner marker; thence N 74°23' W a distance of 163.29 feet to a corner marker; thence S 88°25' W a distance of 65.0 feet to a corner marker; thence N 7°25' E a distance of 156.0 feet to a corner marker; thence N 59°37' E a distance of 125.0 feet to a point of beginning.

and I hereby further agree, consent and approve any amendments to the aforesaid submission, heretofore recorded or hereafter to be recorded by my said husband.

In executing this consent I in no way waive any dower rights to which I may be entitled under the laws of the State of South Carolina.

IN WITNESS WHEREOF, I, the said Helen H. Schaefer, hereunto set my hand and seal this 6th day of February, 1965.

Helen H. Schaefer (SEAL)
Helen H. Schaefer

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

State of Virginia)
County of Bedford) ss

Personally appeared before me R. A. Ruark, who, on oath, says that he saw the within-named Helen H. Schaefer sign, seal, and as her act and mentioned, and that he with T. H. Beep, in the presence of each other, witnessed the due execution thereof.

[Signature]

Subscribed and sworn to before me this 6th day of February, 1965.

Helen C. Bailey (SEAL)
Notary Public

My Commission expires: October 19, 1966

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[Signature]

BY-LAWS OF SEA PINES GOLF VILLAS

HORIZONTAL PROPERTY REGIME ~~■~~ I

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Horizontal Property Regime.

The Property

(the term "Property" as used herein means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto) located at Block 22 of Hilton Head Island, in Beaufort County, State of South Carolina, known as "Sea Pines Plantation Condominium ~~■~~ I" has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, and is to be henceforth known as "Sea Pines Golf Villas Horizontal Property Regime ~~■~~ I" ~~(hereinafter referred to as the "Regime")~~. The provisions of these By-Laws are applicable to the Property and the Regime.

Section 3. Personal Application. All present or future co-owners, tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws and in the Master Deed establishing said Regime. The mere acquisition or rental of any of the apartments (hereinafter usually referred to as "Apartment") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Apartments will signify that these By-Laws, the provisions of the Master Deed and the provisions of the Declaration of Covenants, Restrictions, and Affirmative Obligations Applicable to all Class "B" Multi-Family Residence Areas, by the Sea Pines Plantation Company, dated July 9, 1964, and recorded in the Office

of the Clerk of the Court, County of Beaufort, in Book 124 of Deeds at Page 35, are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the Apartment or Apartments in the Master Deed.

Section 2. Majority of Co-Owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners holding 51% or more of the total value of the Property, in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of co-owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Council Responsibilities. The co-owners of the Apartments will constitute the Council of Co-Owners (hereinafter usually referred to as "Council") who will have the responsibility of administering the Property, approving the annual budget, establishing and collecting periodic assessments and arranging for the management of the Property pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the

management agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of co-owners.

Section 2. Place of Meetings. Meetings of the Council shall be held at such place, convenient to the co-owners as may be designated by the Council.

Section 3. Annual Meetings. The annual meetings of the Council shall be held ~~on the first Monday of April each year.~~ *during the week of Thanksgiving with* ~~the first Monday of April each year.~~ *Specific date for the meeting be established by the three Regional Presidents.* At such meetings there shall be elected by ballot of the co-owners a Board of Administration in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Council as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Administration or upon a petition signed by a majority of co-owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of the Council cannot be organized because a quorum has not attended,

the co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all Annual Meetings of the Council shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of administrators.
- (h) Unfinished business.
- (i) New business.

The order of business at all Special Meetings of the Council shall include items (a) through (d) above, and, thereafter, the agenda shall consist of the items specified in the notice of meeting.

ARTICLE IV

BOARD OF ADMINISTRATION

Section 1. Number and Qualification. The affairs of the Council shall be governed by a Board of Administration (hereinafter referred to as the "Board") comprised of five persons, all of whom must be co-owners of Apartments in the Property.

Section 2. General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council or individual co-owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and enforcement of same.
- (b) Care, upkeep, and surveillance of the Property and the common elements.
- (c) Collection of assessments from the co-owners.
- (d) Employment, dismissal, and control of the personnel necessary for the maintenance and operation of the common elements.

Section 4. Management Agent. The Board may employ a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorized including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Council the initial term of office of two members of the Board shall be fixed at three (3) years. The term of office of two members of the Board shall be fixed at two (2) years, and the term of office of one member of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Administration caused by any reason other than the removal of a member of the Board by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Council.

Section 7. Removal of members of the Board. At any regular or special meeting of the Council duly called,

any one or more of the members of the Board may be removed with or without cause by a majority of co-owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed to the Council shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board members were elected by the Council, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting, providing a majority of the Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given by the Secretary-Treasurer, or other designated person, to each Board member, personally or by mail, telephone or telegraph; at least ten (10) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on three days notice to each Board member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary-Treasurer in like manner and on like notice on the written request of at least two Board members.

Section 11. Waiver of Notice. Before or at any meeting

of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board Quorum. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board may require that any and all officers and employees of the Regime handling or responsible for Regime funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Regime.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Regime shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Regime shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Regime. He shall preside at all Council meetings of the Regime and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a Regime, including but not limited to the power to appoint committees from among the co-owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Regime.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board may direct; and he shall have responsibility for Regime funds and

securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Regime. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Regime in such depositaries as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the offices of Secretary and Treasurer.

ARTICLE VI

OBLIGATIONS OF THE CO-OWNERS

Section 1. Assessments. All co-owners are obligated to pay periodic assessments imposed by the Regime to meet all Regime expenses, which shall include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. The assessments shall be made pro rata according to the value of the Apartment owned, as stipulated in the Master Deed.

Section 2. Maintenance and Repair.

(a) Every co-owner must perform promptly all maintenance and repair work within his own Apartment, which if omitted would affect the Property in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Apartment such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Apartment shall be at the co-owner's expense.

(c) A co-owner shall reimburse the Regime for any expenditures incurred in repairing or replacing any

common elements damaged through his fault.

Section 3. Use of Apartments - Internal Changes.

(a) All Apartments shall be utilized for residential purposes only.

(b) A co-owner shall not make structural modifications or alterations in his Apartment or installations located therein without previously notifying the Regime in writing, through the management agent, if any, or through the President if no management agent is employed. The Regime shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Elements. A co-owner shall not place or cause to be placed in the passages or roads any furniture, packages or obstruction of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating in or threatening his Apartment, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

(a) Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television, and amplifiers that may disturb other residents.

(b) No residents of the Property shall:

- (1) post any advertisements, or posters of any kind in or on the Property except as authorized by the Regime;
- (2) hang garments, rugs, or similar objects, from the windows or from any of the facades of the Property;
- (3) dust rugs, mops, or similar objects, from the windows, or clean rugs, or similar objects by beating on the exterior part of the Property;
- (4) throw garbage or trash outside the disposal installations provided for such purposes in the service areas;
- (5) act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Apartments in the Property.

(c) No co-owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, or similar objects outside of his dwelling unit or which protrude through the walls or the roof of his dwelling unit except as authorized by the Board.

ARTICLE VII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Council in a duly constituted meeting held for such purposes.

and no amendment shall take effect unless approved by
co-owners representing at least two-thirds of the total
value of the Property as shown in the Master Deed.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Board. A co-owner who mortgages his Apartment shall notify the Board through the management agent, if any, or the President if there is no management agent of the name and address of his mortgagee; and the Regime shall maintain such information in a book entitled "Mortgagees of Apartments."

Section 2. Notice of Unpaid Assessments. The Board shall at the request of a mortgagee of an Apartment report any unpaid assessments due to the Regime from the co-owner of such Apartment.

ARTICLE IX

COMPLIANCE

These By-Laws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control.