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STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

BRIGHTON BAY)
ASSOCIATES, L.P.)

TO

) MASTER DEED ESTABLISHING
) BRIGHTON BAY HORIZONTAL
) PROPERTY REGIME

BRIGHTON BAY HORIZONTAL)
PROPERTY REGIME)

At Hilton Head Island, County of Beaufort, State of South Carolina, on this 19 day of November, 2002, **BRIGHTON BAY ASSOCIATES, L.P.**, a limited partnership organized under the laws of South Carolina, with its principal place of business on Hilton Head Island, South Carolina (hereinafter referred to as "Declarant"), does hereby declare:

1. LAND.

Declarant is the sole owner of the land described in Exhibit "A" attached hereto and made a part hereof which is more particularly shown on the plat thereof, said plat being designated as Exhibit "B" and being attached hereto and made a part hereof and being recorded in the Register of Deeds Office for Beaufort County, South Carolina (the "ROD"), in Plat Book 90 at Page 92.

2. PROPERTY; REGIME; ASSOCIATION.

Declarant does hereby, by duly executing this Master Deed, submit the land referred to in Section 1, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Horizontal

Property Act of South Carolina, Section 27-31-10, ^{U 11/21/2002 04:47:31 PM} et seq., 1976 Code of Laws of South Carolina, as amended (the "Act"), and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime that shall be known as "Brighton Bay Horizontal Property Regime" (hereinafter sometimes referred to as the "Regime") to be governed by and be subject to the provisions of this Master Deed and the provisions of the Act. Declarant does further declare that it has caused to be incorporated under the laws of the State of South Carolina, an association known as "Brighton Bay Owners' Association, Inc." (hereinafter referred to as the "Association") which shall, pursuant to the provisions of Section 27-31-90 of the Act, constitute the incorporated Council of Co-Owners of the Regime and shall be governed by this Master Deed and the By-Laws attached hereto.

3. IMPROVEMENTS.

The improvements constructed on and forming a part of the Property are constructed in accordance with the as-built survey attached as Exhibit "B" hereto and the floor plans attached as Exhibit "C-1" hereto and made a part hereof, which survey was prepared by Surveying Consultants, Inc., and which floor plans were prepared by Narramore Associates, Inc. duly licensed to practice in the State of South Carolina under Registration Certificate Number 1402. Attached to this Master Deed as Exhibit "C-2" is a certificate by said architect that the Condominium Units constructed on the Property were constructed substantially in compliance with said plans.

4. DEFINITIONS.

The terms used in this Master Deed and in the Exhibits hereto shall have the meanings stated in the Horizontal Property Act and as follows, unless the context otherwise requires:

(a) "Act" means the Horizontal property Act as currently set forth in Title 27, Chapter 31 of the Code of Laws of South Carolina, 1976, as heretofore amended, and as the same may be hereafter amended from time to time.

(b) "Assessment" means a Co-Owner's pro rata share of the Common Expenses which from time to time is assessed against a Co-Owner by the Association in the manner herein provided and other costs and expenses,

which from time to time are assessed against a Co-Owner in accordance with the terms of the Master Deed.

(c) **“Association”** means the Council of Co-Owners as defined by the Act, and also means Brighton Bay Owners' Association, Inc., a South Carolina not for profit corporation, its agents, successors, and assigns, the corporate form by which the Council of Co-Owners shall operate the Regime.

(d) **“Board of Directors”** or **“Board”** means the group of persons selected, authorized and directed to manage and operate the Association as provided by the Act, this Master Deed, and the By-Laws.

(e) **“Building”** means a structure or structures, comprising a part of the Property.

(f) **“Common Elements”** means the general and Limited Common Elements, as defined herein in Section 7 and in the Act.

(g) **“Common Expenses”** means the expenses for which the Co-Owners are liable to the Association, including:

(1) Expenses of administration, expenses of maintenance, insurance, operation, repair or replacement of the Common Elements, and of the portions of Units which are the responsibility of the Association, if any.

(2) Expenses declared Common Expenses by provisions of the Master Deed.

(h) **“Common Surplus”** means the excess of all receipts of the Association, including, but not limited to, Assessments over the amount of Common Expenses.

(i) **“Co-Owner”** means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Unit.

(j) **“Condominium”** means a Unit in The Brighton Bay Horizontal Property Regime.

(k) **“Condominium Ownership”** means the individual ownership of a particular Unit in a building and the common right to a share, with other Co-Owners, in the General and Limited Common Elements of the Property.

(l) **“Council of Co-Owners”** means all the Co-Owners as defined herein and shall also refer to the Association as herein defined.

(m) **“Declarant”** means BRIGHTON BAY ASSOCIATES, L.P. a South Carolina limited partnership with its principal place of business located on Hilton Head Island and its successors and assigns.

(n) **“Majority of Co-Owners”** means the Co-Owners owning fifty-one (51%) percent or more of the statutory value of the Property as a whole as referenced in Section 10.

(o) **“Master Deed”** means this deed or declaration, establishing and recording the property of the Regime and all Exhibits hereto.

(p) **“Owner”** (See “Co-Owner”) above in Section 4(i)).

(q) **“Percentage Interest”** means such percentage that each Co-Owner owns (in common with all other Co-Owners) in the Property of the Regime and the percentage appertains to each Co-Owner in the expenses of and ad rights in the elements of the Regime held in common.

(r) **“Person”** means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(s) **“Property”** means and includes the land, the Buildings, all improvements and structures thereon, as shown and depicted on Exhibits “A”, “B”, “C” and all easements, rights and appurtenances belonging thereto.

(t) **“Regime”** means The Brighton Bay Horizontal Property Regime created by the Master Deed, and all references to the Association, as herein defined, shall likewise include reference to the Regime and vice versa.

(u) **“Unit”** as used herein has the same connotation as the term “Apartment” as used in the Act and means a part of the Property intended for any independent residential use, including one or more rooms or enclosed spaces located on one floor (or parts thereof) in a Building, and with a direct exit to a public street or highway, or to a common area or areas leading to such street

or highway. (NOTE: In some of the project documentation the Units may be referred to as “residences” or “villas” or “apartments”).

(v) “Utility services” means and shall included, but shall not be limited to, electric power, hot and cold water, heating, refrigeration, air conditioning, telephone, cable or satellite television, gas, garbage, and sewage disposal.

5. DESCRIPTION OF UNITS; USE; REPAIRS; ALTERATIONS.

5.01 GENERAL DESCRIPTION OF UNITS.

Phase I includes Thirteen (13) Buildings, as follows:

Building 1	Unit Numbers 101 through 109	2 stories	9 Units
Building 2	Unit Numbers 201 through 204	2 stories	4 Units
Building 3	Unit Numbers 301 through 304	2 stories	4 Units
Building 4	Unit Numbers 401 through 408	2 stories	8 Units
Building 5	Unit Numbers 501 through 504	2 stories	4 Units
Building 6	Unit Numbers 601 through 608	2 stories	8 Units
Building 7	Unit Numbers 701 through 736*	4 stories	34 Units*
Building 8	Unit Numbers 801 through 826	3 stories	26 Units
Building 9	Unit Numbers 901 through 904	2 stories	4 Units
Building 10	Unit Numbers 1001 through 1008	2 stories	8 Units
Building 11	Unit Numbers 1101 through 1108	2 stories	8 Units
Building 12	Unit Numbers 1201 through 1208	2 stories	8 Units
<u>Building 14</u>	<u>Unit Numbers 1401 through 1428</u>	<u>2 stories</u>	<u>28 Units</u>
Total:			153 Units

*Unit Number 706 is Sales Center and part of Common Elements

*Unit Number 707 is Business & Exercise area and part of Common Elements

These buildings contain a total of one hundred fifty-three (153) individual Units, all of which are to be used for residential purposes only. The unit totals by unit type are as follows:

Unit Type 1B	2 Units
Unit Type 1B R	2 Units
Unit Type 1B SR	2 Units
Unit Type 1 L	3 Units
Unit Type 1 L R	1 Unit

Unit Type 1 L BB	1 Unit
Unit Type 1 L BB R	1 Unit
Unit Type 1 L R	1 Unit
Unit Type 1 P	5 Units
Unit Type 1 P R	5 Units
Unit Type 1 P SR	2 Units
Unit Type 1 P SR R	2 Units
Unit Type 1 PP	5 Units
Unit Type 1 PP R	5 Units
Unit Type 1 PP SR BB	2 Units
Unit Type 1 PP SR BB R	2 Units
Unit Type 1 X	12 Units
Unit Type 1 X R	10 Units
Unit Type 1 X SB	1 Unit
Unit Type 1 X SB R	1 Unit
Unit Type 1 X BB	3 Units
Unit Type 1 X BB R	3 Units
Unit Type 2 C	9 Units
Unit Type 2 C R	9 Units
Unit Type 2 H-2	6 Units
Unit Type 2 H-2 R	6 Units
Unit Type 2 H-3	6 Units
Unit Type 2 H-3 R	6 Units
Unit Type 2 HE-2	2 Units
Unit Type 2 HE-2 R	2 Units
Unit Type 2 HE-3	2 Units
Unit Type 2 HE-3 R	2 Units
Unit Type 2 HE Sp	1 Unit
Unit Type 3 B-2	7 Units
Unit Type 3 B-2 R	8 Units
Unit Type 3 B-2 BR	1 Unit
Unit Type 3 B-3	8 Units
Unit Type 3 B-3 R	7 Units
Unit Type 3 B-3 BR R	1 Unit

The Units are capable of individual utilization on account of having their own exits to the Common Elements of the Property and a particular and exclusive property right thereto, and also an undivided interest in the general and Limited Common Elements of the Property, as hereinafter listed in this Master Deed, necessary for their adequate use and enjoyment all of the above in accordance with the Horizontal Property Act of South Carolina.

5.02 INDIVIDUAL UNIT TYPES.

There are nine (9) basic types of Units in the Brighton Bay Horizontal Property Regime. The number, location, vertical location, dimensions, area, and design of each Residential Unit in the Regime are set forth in the attached Building Plans and Unit Plans by Narramore Associates, Inc., which constitute Exhibit "C," or by way of Amendment thereto. Units are and shall be numbered according to Building and Unit number.

The mailing address for each Unit shall be Brighton Bay Apartments Homes, 80 Paddle Boat Lane, Suite No._____, Hilton Head Island, South Carolina 29928.

5.03 WALK THROUGH DESCRIPTION OF UNITS.

Unit Type 1B

Unit type 1B is a 1 bedroom containing 592 square feet of enclosed area.

Each unit is entered from a common breezeway area into an entry foyer of 26.6 square feet. Immediately to the left is washer and dryer area consisting of 22.3 square feet.

Continuing straight past washer and dryer to the left is the kitchen which has 90 square feet.

The hallway space just before the living room and adjacent to the kitchen is 26.2 square feet.

The living/dining room is a total of 181.8 square feet.

Entering the bedroom through the living area the total space is 135 square feet. The walk-in closet is 45.6 square feet.

The bathroom is entered through the bedroom and contains 61.8 square feet.

There is an attached mechanical room of 8.5 square feet, accessed from the porch which is 97 square feet.

Unit Type 1B R is identical to Unit Type 1 B except it is opposite hand, i.e. reversed.

Unit Type 1B SR

Unit type 1B SR is a 1 bedroom containing 646 square feet of enclosed area.

Each unit is entered from a common breezeway area into an entry foyer of 26.6 square feet. Immediately to the left is washer and dryer area consisting of 22.3 square feet.

Continuing straight past washer and dryer to the left is the kitchen which has 90 square feet.

The hallway space just before the living room and adjacent to the kitchen is 26.2 square feet.

Immediately to the right is the dining room which is 92 square feet. Directly ahead is the living room, a total of 181.8 square feet.

Entering the bedroom through the living area the total space is 135 square feet. The walk-in closet is 45.6 square feet.

The bathroom is entered through the bedroom and contains 61.8 square feet.

There is an attached mechanical room of 8.5 square feet, accessed from the porch which is 97 square feet.

Unit Type 1L

Unit type 1L is a 1 bedroom containing 565 square feet of enclosed area.

Each unit is entered from a common breezeway area into the foyer area of 36 square feet.

Immediately to your right is the washer and dryer area of 18 square feet.

Just past the washer and dryer area to the right is the kitchen area which is 70.55 square feet.

Continuing straight from the foyer area is the living/dining area with a total of 179.3 square feet. You enter this through a hallway containing 38.7 square feet. Through the living room/dining room area is the bedroom that is 143 square feet and a walk-in closet which is 49 square feet. Through the bedroom is the bathroom which is 56 square feet.

There is an attached mechanical room of 13 square feet, accessed from the living room porch which is 64 square feet. The bedroom porch contains 60 square feet.

Unit Type 1L BB is identical to Unit Type 1 L except there is one porch with an area of 296 square feet.

Unit Type 1L R is identical to Unit Type 1 L except it is opposite hand, i.e. reversed.

Unit Type 1L BB R is identical to Unit Type 1 L BB except it is opposite hand, i.e. reversed.

Unit Type 1 P

Unit type 1P is 1 bedroom containing 787 square feet of enclosed area..

It is entered from a common breezeway area into the entry foyer of 30.55 square feet. Immediately on your left is a coat closet of 8.4 square feet. Just past the closet on the left is the kitchen containing 89.9 square feet. The pantry is located directly across from the sink and is 10.7 square feet.

Between the refrigerator and pantry is the washer and dryer room which is 34.4 square feet.

Going back to the foyer just before entering the living area is a small area containing 15.55 square feet.

The living area is 201.6 and is joined with the dining area which is 84 square feet.

To the right of the entry (foyer area is the hallway outside the bedroom and bath). This area is 14.9 square feet. To the right is the bathroom which contains 73 square feet. The bedroom is 164.6 square feet. The walk-in closet is 35.88 square feet.

There is a 29 square foot detached mechanical room, accessed from the porch which is 192 square feet.

Unit Type 1 P R is identical to Unit Type 1 P except it is opposite hand, i.e. reversed, and as follows: There is a 27 square foot detached mechanical room, accessed from the porch which is 109 square feet.

Unit Type 1 P SR

Unit type 1P SR is 1 bedroom with Sunroom option containing 862 square feet of enclosed area.

It is entered from a common breezeway area into the entry foyer of 30.55 square feet. Immediately on your left is a coat closet of 8.4 square feet. Just past the closet on the left is the kitchen containing 89.9 square feet. The pantry is located directly across from the sink and is 10.7 square feet.

Between the refrigerator and pantry is the washer and dryer room which is 34.4 square feet.

Going back to the foyer just before entering the living area is a small area containing 15.55 square feet.

The dining area is 84 square feet and is joined with the living area which is 201.6 square feet and the Sunroom which is 77 square feet.

To the right of the entry (foyer area is the hallway outside the bedroom and bath). This area is 14.9 square feet. To the right is the bathroom which contains 73 square feet. The bedroom is 164.6 square feet. The walk-in closet is 35.88 square feet.

There is a 22 square foot detached mechanical room, accessed from the porch which is 145 square feet.

Unit Type 1 P SR R is identical to Unit Type 1 P SR except it is opposite hand, i.e. reversed.

Unit Type 1PP

Unit type 1PP is a 1 bedroom containing 779 square feet of enclosed area.

Entered from common breezeway into entry foyer of 53 square feet. To the left is a closet of 6 square feet. Just beyond the closet to the left is the kitchen with a pantry immediately to your left which is 4.5 square feet. Past the pantry is the laundry room which is 34.4 square feet. The total square feet for the kitchen area is 89.8 square feet.

Proceeding from the foyer straight ahead and to your right is the dining room containing 87.5 square feet. To the left is the living area containing 201.6 square feet.

Proceeding from the foyer and going right before the dining area is a hallway containing 21.12 square feet. Immediately to the right of the hall is the bathroom which is 73.1 square feet and directly ahead from the hall is the bedroom which is 172 square feet with a walk in closet of 35.88 square feet.

There is an attached mechanical room of 19.2 square feet, accessed from the porch which is 92 square feet.

Unit Type 1 PP R is identical to Unit Type 1 PP except it is opposite hand, i.e. reversed.

Unit Type 1PP SR BB

Unit type 1PP SR BB is a 1 bedroom with Sunroom option containing 866 square feet of enclosed area.

Entered from common breezeway into entry foyer of 53 square feet. To the left is a closet of 6 square feet. Just beyond the closet to the left is the kitchen with a pantry immediately to your left which is 4.5 square feet. Past the pantry is the laundry room which is 34.4 square feet. The total square feet for the kitchen area is 89.8 square feet.

Proceeding from the foyer straight ahead and to your right is the dining room containing 87.5 square feet. To the left is the living area containing 201.6 square feet, which adjoins the Sunroom containing 77 square feet.

Proceeding from the foyer and going right before the dining area is a hallway containing 21.12 square feet. Immediately to the right of the hall is the bathroom which is 73.1 square feet and directly ahead from the hall is the bedroom which is 172 square feet with a walk in closet of 35.88 square feet.

There is an attached mechanical room of 16.5 square feet, accessed from the porch which is 137 square feet.

Unit Type 1 PP SR BB R is identical to Unit Type 1 PP except it is opposite hand, i.e. reversed.

Unit 708, which is Unit Type 1 PP SR BB R, has handicapped accessible cabinets in the kitchen and bath.

Unit Type 1X

Unit type 1X is a one bedroom containing 645 square feet of enclosed area.

The unit is entered from a common breezeway with the foyer area containing 40.25 square feet.

Immediately to the left is the kitchen area containing 70.55 square feet.

Directly ahead of the kitchen is the dining area of 126 square feet.

Living room is adjoined to the dining room and has 126 square feet.

To the right of the entry/foyer is a hallway of 27 square feet with a linen / coat closet on the left with 5.4 square feet. To the right is the laundry closet containing 18.9 square feet.

At the end of the hallway is the bathroom with dual entrances to either the bedroom or this hallway. The bath is 67.8 square feet.

Through either the bathroom or living area you enter the bedroom which is 151 square feet with a walk-in closet containing 23 square feet.

There is an attached mechanical room of 13 square feet, accessed from the porch which is 55 square feet.

Unit Type 1X SB is identical to Unit Type 1 X except the porch is 132 square feet.

Unit Type 1X BB is identical to Unit Type 1 X except the porch is 192 square feet.

Unit Type 1X R is identical to Unit Type 1 X except it is opposite hand, i.e. reversed.

Unit Type 1X SB R is identical to Unit Type 1 X SB except it is opposite hand, i.e. reversed.

Unit Type 1X BB R is identical to Unit Type 1 X BB except it is opposite hand, i.e. reversed.

Unit Type 2C

Unit type 2C is a 2 bedroom, 2 bath flat containing 1,028 square feet of enclosed area.

Entered from a common breezeway into entry/foyer area containing 23.4 square feet. Immediately to the left is a coat closet containing 7.8 square feet. To the right of the entry/foyer is the kitchen which is 93.6 square feet. Upon entry to kitchen a pantry is located on the right and contains 7 square feet. Directly across from the refrigerator is the laundry area containing 38.8 square feet.

Continuing forward from entry/foyer and to the right is the dining area containing 72 square feet. Adjoining this area is the living area which is 197 square feet

Bedroom #1 is to the right of the living area and has 155.7 square feet with a walk-in closet of 27.5 square feet. The adjoining bath is 66 square feet.

Bedroom #2 is after the entry/foyer on the left (past coat closet) and entered from a hallway that has 33.8 square feet. The bedroom has 173 square feet with a walk-in closet containing 39.2 square feet.

A bath is also off this hallway, to the left, and contains 58.7 square feet.

There is an attached mechanical room of 14.8 square feet, accessed from the porch which is 181 square feet.

Unit Type 2C R is identical to Unit Type 2C except it is opposite hand, i.e. reversed

Unit Type 2H - 3

Unit type 2H - 3 is a 2 bedroom, 2.5 bath townhome containing 1,251 square feet of enclosed area.

Entered from a common area breezeway into an entry/foyer containing 38 square feet. Directly ahead and up 2 steps is the kitchen which contains 104.4 square feet and a pantry that has 3.5 square feet. From the entry/foyer area a hallway is entered and contains 68 square feet.

The dining area is to the right from the hallway and contains 129.4 square feet. Off the dining room is a porch of 79 square feet.

To the left of the hallway is a half bath that has 44 square feet. This bath is off a small area that is 8.7 square feet. Also off this area is a coat closet that is 9.80 square feet.

Continuing forward from the hallway, past the half bath area and to the right is the living room which has 199.5 square feet.

From the entry/foyer going to the right and again to the right are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet.

Bedroom #2 is on the left and is 145 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 691 square feet.

Unit Type 2H – 3 R is identical to Unit Type 2H - 3 except it is opposite hand, i.e. reversed.

Unit Type 2H - 2

Unit type 2H - 2 is a 2 bedroom, 2.5 bath townhome containing 1,251 square feet of enclosed area.

Entered from a common area breezeway into an entry/foyer containing 38 square feet. Directly ahead and up 2 steps is the kitchen which contains 104.4 square feet and a pantry that has 3.5 square feet. From the entry/foyer area a hallway is entered and contains 68 square feet.

The dining area is to the right from the hallway and contains 129.4 square feet. Off the dining room is a porch of 79 square feet.

To the left of the hallway is a half bath that has 44 square feet. This bath is off a small area that is 8.7 square feet. Also off this area is a coat closet that is 9.80 square feet.

Continuing forward from the hallway, past the half bath area and to the right is the living room which has 199.5 square feet.

From the entry/foyer going to the right and again to the right are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet.

Bedroom #2 is on the left and is 145 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 456 square feet.

Unit Type 2H - 2 R is identical to Unit Type 2H - 3 except it is opposite hand, i.e. reversed

Unit Type 2HE - 3

Unit type 2H - 3 is a 2 bedroom, 2.5 bath townhome containing 1,283 square feet of enclosed area.

Entered from a common area breezeway into an entry/foyer containing 38 square feet. Directly ahead and up 2 steps is the kitchen which contains 104.4 square feet and a pantry that has 3.5 square feet. From the entry/foyer area a hallway is entered and contains 68 square feet.

The dining area is to the right from the hallway and contains 142 square feet. Off the dining room is a porch of 79 square feet.

To the left of the hallway is a half bath that has 44 square feet. This bath is off a small area that is 8.7 square feet. Also off this area is a coat closet that is 9.80 square feet.

Continuing forward from the hallway, past the half bath area and to the right is the living room which has 199.5 square feet.

From the entry/foyer going to the right and again to the right are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 159 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet.

Bedroom #2 is on the left and is 145 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 691 square feet.

Unit Type 2HE – 3 R is identical to Unit Type 2HE - 3 except it is opposite hand, i.e. reversed.

Unit Type 2HE - 2

Unit type 2H - 2 is a 2 bedroom, 2.5 bath townhome containing 1,251 square feet of enclosed area.

Entered from a common area breezeway into an entry/foyer containing 38 square feet. Directly ahead and up 2 steps is the kitchen which contains 104.4 square feet and a pantry that has 3.5 square feet. From the entry/foyer area a hallway is entered and contains 68 square feet.

The dining area is to the right from the hallway and contains 129.4 square feet. Off the dining room is a porch of 79 square feet.

To the left of the hallway is a half bath that has 44 square feet. This bath is off a small area that is 8.7 square feet. Also off this area is a coat closet that is 9.80 square feet.

Continuing forward from the hallway, past the half bath area and to the right is the living room which has 199.5 square feet.

From the entry/foyer going to the right and again to the right are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet.

Bedroom #2 is on the left and is 145 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 489 square feet.

Unit Type 2HE – 2 R is identical to Unit Type 2HE - 2 except it is opposite hand, i.e. reversed.

Unit Type 2HE Sp

Unit type 2HE Sp is a 2 bedroom, 2.5 bath townhome containing 1,364 square feet of enclosed area.

Entered from a limited-common area breezeway into an entry/foyer containing 24 square feet. Directly ahead is the kitchen which contains 104.4 square feet and a pantry that has 3.5 square feet.

The dining area is to the left from the foyer and contains 134 square feet. Off the dining room is a porch of 74 square feet.

To the right of the foyer is a half bath that has 44 square feet. This bath is off a small area that is 8.7 square feet. Also off this area is a coat closet that is 9.80 square feet.

Continuing forward from the hallway, past the half bath area and to the right is the living room which has 199.5 square feet.

From the entry/foyer going to the left and again to the left are stairs that lead to a laundry closet that is 21 square feet.

The stairs are 59 square feet and have a landing that is 25.6 square feet.

At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet.

The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the left and is 160 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 74 square feet.

Bedroom #2 is on the right and is 145 square feet. It is accessed through a space containing 16.7 square feet. To the right is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an attached garage below the unit containing 654 square feet.

Unit Type 3B - 3

Unit type 3B - 3 is a 3 bedroom townhome containing 1,465 square feet of enclosed area.

The unit is entered from a common breezeway into the entry/foyer which is 38 square feet. A hallway leads to the left and right and is 63 square feet. Going to the left and again to your left is the kitchen containing 92.4 square feet with an island bar separating it from both living and dining areas. The dining area is also 92.4 square feet and the living area is 182 square feet.

Going to the right from the entry/foyer and then immediately to the left is a hallway containing 32.76 square feet. On the left is a full bath containing 47.6 square feet. The linen closet, located directly across from the vanity, has 2.9 square feet.

From either this bath or the hallway Bedroom #2 is accessible, which contains 174 square feet. To the right in the bedroom is a double bi-fold closet with 24 square feet. Off this bedroom is a porch of 59 square feet.

Directly to the right of the front entrance foyer are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet.

Bedroom #3 is on the left and is 163 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 788 square feet.

Unit Type 3B – 3 R is identical to Unit Type 3B - 3 except it is opposite hand, i.e. reversed

Unit Type 3B - 2

Unit type 3B - 2 is a 3 bedroom townhome containing 1,465 square feet of enclosed area.

The unit is entered from a common breezeway into the entry/foyer which is 38 square feet. A hallway leads to the left and right and is 63 square feet. Going to the left and again to your left is the kitchen containing 92.4 square feet with an island bar separating it from both living and dining areas. The dining area is also 92.4 square feet and the living area is 182 square feet.

Going to the right from the entry/foyer and then immediately to the left is a hallway containing 32.76 square feet. On the left is a full bath containing 47.6 square feet. The linen closet, located directly across from the vanity, has 2.9 square feet.

From either this bath or the hallway Bedroom #2 is accessible, which contains 174 square feet. To the right in the bedroom is a double bi-fold closet with 24 square feet. Off this bedroom is a porch of 59 square feet.

Directly to the right of the front entrance foyer are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet.

Bedroom #3 is on the left and is 163 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 691 square feet.

Unit Type 3B – 2 R is identical to Unit Type 3B - 2 except it is opposite hand, i.e. reversed

Unit Type 3B – 3 BR R

Unit type 3B – 3 BR R is a 3 bedroom townhome containing 1,699 square feet of enclosed area.

The unit is entered from a common breezeway into the entry/foyer which is 38 square feet. A hallway leads to the left and right and is 63 square feet. Going to the right and again to your right is the kitchen containing 92.4 square feet with an island bar separating it from both living and dining areas. The dining area is also 92.4 square feet and the living area is 182 square feet.

Going to the left from the entry/foyer and then immediately to the right is a hallway containing 32.76 square feet. On the right is a full bath containing 47.6 square feet. The linen closet, located directly across from the vanity, has 2.9 square feet.

From either this bath or the hallway Bedroom #2 is accessible, which contains 174 square feet. To the left in the bedroom is a double bi-fold closet with 24 square feet. Off this bedroom is a porch of 59 square feet.

Directly to the left of the front entrance foyer are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the left is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet.

The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the left and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet. Accessible through this bedroom is a bonus room containing 229 square feet.

Bedroom #3 is on the right and is 163 square feet. It is accessed through a space containing 16.7 square feet. To the left is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 788 square feet.

Unit Type 3B – 2 BR R

Unit type 3B – 2 BR R is a 3 bedroom townhome containing 1,699 square feet of enclosed area.

The unit is entered from a common breezeway into the entry/foyer which is 38 square feet. A hallway leads to the right and left and is 63 square feet. Going to the left and again to your left is the kitchen containing 92.4 square feet with an island bar separating it from both living and dining areas. The dining area is also 92.4 square feet and the living area is 182 square feet.

Going to the right from the entry/foyer and then immediately to the left is a hallway containing 32.76 square feet. On the left is a full bath containing 47.6 square feet. The linen closet, located directly across from the vanity, has 2.9 square feet.

From either this bath or the hallway Bedroom #2 is accessible, which contains 174 square feet. To the right in the bedroom is a double bi-fold closet with 24 square feet. Off this bedroom is a porch of 59 square feet.

Directly to the right of the front entrance foyer are stairs that lead to a laundry closet that is 21 square feet. The stairs are 59 square feet and have a landing that is 25.6 square feet. At the top of the stairs and immediately to the right is a utility closet that houses an 80 gallon water heater and HVAC air handler. This closet is 16 square feet. The utility closet, laundry closet, and both bedrooms are off a hallway consisting of 35 square feet.

Master bedroom #1 is on the right and is 146 square feet. Adjoining dressing area is 26.5 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 28.67 square feet. The bath is off the dressing area and is 33.6 square feet. Off this bedroom is a porch of 79 square feet. Accessible through this bedroom is a bonus room containing 229 square feet.

Bedroom #3 is on the left and is 163 square feet. It is accessed through a space containing 16.7 square feet. To the right is a small space of 12 square feet. Off this area is Bath 2 containing 47 square feet. Separate linen closet is 5.89 square feet. Walk-in closet contains 33.67 square feet.

There is an unattached garage below the unit containing 691 square feet.

5.04 BOUNDARIES GENERAL RULE.

The boundaries of each Unit shall be as follows:

(a) The upper and lower boundaries shall be the following boundaries extended to an intersection with vertical boundaries:

(1) Upper boundary: the horizontal plane of the bottom undecorated surface of the ceilings of each Unit; in the event that any structural beam, air conditioning duct, heating duct, or any other structural component projects into the area surrounded by the perimeter walls bounding the Unit, the upper boundary of that part of that Unit shall be the horizontal plane of the bottom undecorated surface of said projecting area.

(2) Lower boundary: the horizontal plane of the upper surface of the undecorated concrete floor slab of each Unit; in the event that any structural beam, air conditioning duct, heating duct, or any other structural component projects into the area surrounded by the perimeter walls bounding the Unit, the lower boundary of that part of the Unit shall be the horizontal plane of the undecorated and unfinished upper surface of said projecting area.

(b) The vertical boundaries of each Unit shall be the vertical plane of all undecorated and unfinished inner surfaces of all perimeter walls, doors, windows, and sliding glass doors, bounding the Unit, extended to the intersections with each other and with the upper and lower boundaries of each Unit. In the event that any structural beam, air conditioning duct, heating duct, or any other structural component projects into the area surrounded by the perimeter walls bounding the Unit, the vertical boundary of that part of the Unit shall be the vertical plane of the undecorated and unfinished inner surface of said projecting area.

(c) The porches, if any, abutting any Unit are Limited Common Elements appurtenant to that Unit to which they attach, and their use is restricted to that Unit to which they are appurtenant. Porch sizes vary and are listed in the walk-through descriptions of each unit type. Maintenance, other than structural, and upkeep of each porch shall be the primary responsibility of the Owner of the Unit to which that porch is appurtenant and the secondary responsibility of the Association.

(d) All doors and windows, which are inside the Unit, within the perimeter walls of a Unit, shall be deemed a part of said Unit. All doors and windows, including sliding glass doors that connect directly to the exterior of the Unit shall also be deemed a part of said Unit.

(e) All pipes, wires, or other conduits, running to and from all electrical, heating, air conditioning, or ventilation systems, television, telephone, water, and sewer installations within a particular Unit, which branch off or run from a common pipe or wire serving more than one Unit, shall be part of a Unit from that point at which it branches off the common pipe or wire regardless of whether or not said pipe or wire is within the perimeter of a Unit. the upkeep and maintenance of said pipe and wires shall be the responsibility of the Owner of the Unit. All other pipes and wires are parts of the Common Elements, and the upkeep and maintenance of the same shall be the responsibility of the Association.

(f) All load bearing walls located within a Unit constitute a part of the Common Elements up to the unpainted, finished surface of said walls. All load bearing columns located within a Unit constitute a part of the Common Elements up to the unpainted, finished surface of said columns. In the event that the columns are surrounded by non-load bearing walls, the area within the unpainted, finished surface of the surrounding walls constitute a part of the Common Elements.

(g) Ownership of each Unit shall encompass, and there shall pass with each Unit as appurtenances thereto, whether or not separately described, all of the rights, title, and interest of an Owner in the Property, which shall include, but not be limited to:

(1) Membership in the Association composed of all Owners: Membership in the Association shall include the right to vote on all matters, which under the Master Deed and By-Laws are to be decided by the Owners. Each Owner shall be entitled to a vote equal to his percentage of ownership in the Common Elements as set forth in Section 10.02 herein; and

(2) The Owners' undivided Total Percentage Interest as hereinafter defined in the Common Elements, which shall be the percentage allocated to each Unit as set forth in Section 10 herein.

(h) Any Owner, including Declarant, may remove all or a portion of any non-load bearing wall located within the perimeter walls bounding the Unit, provided the Owner obtains the advance written approval of the Association to do so, which approval shall be given to the Owner upon the Association's satisfaction that the wall is in fact non-load bearing and non-structural and that its removal shall not cause any harm or damage to the Owner's Unit, the Building(s), or other Units contained in the Building(s), and upon the Owner agreeing to be solely responsible for all losses, costs, and liabilities which may arise on account of or in connection with the removal of the wall. The Association may impose reasonable conditions upon such approval, including, but not limited to the requirement for liability and/or property damage insurance, insuring the Association or other Owners. The removal of all or a portion of any wall shall not have the effect of changing the type of the Unit, the statutory value attributable to the Unit, or the Percentage Interest in the Common Elements and Limited Common Elements, attributable to the Unit.

5.05 UNITS/NUMBERING SYSTEM/TYPE.

The One Hundred Fifty Three (153) Units contained in Thirteen (13) Building are located and numbered as follows:

Building No.	Floor	Unit No.	Type
1	1	101	3B-3
		102	3B-2 R
		103	2H-2
		104	2H-2 R
		105	2H-3
		106	2H-3 R
		107	3B-2 BR
		108	3B-3 BR R
		109	2 HE Sp
2	1	201	2 HE-2
		202	2 HE-3 R
		203	2 HE-3
		204	2 HE-2 R
3	1	301	3 B-3
		302	3 B-2 R
		303	3 B-2
		304	3 B-3 R

<u>Building No.</u>	<u>Floor</u>	<u>Unit No.</u>	<u>Type</u>
4	1	401	3 B-3
		402	3 B-2 R
		403	2 H-2
		404	2 H-2 R
		405	2 H-3
		406	2 H-3 R
		407	3 B-2
		408	3 B-3 R
5	1	501	3 B-3
		502	3 B-2 R
		503	3 B-2
		504	3 B-3 R
6	1	601	3 B-3
		602	3 B-2 R
		603	2 H-2
		604	2 H-2 R
		605	2 H-3
		606	2 H-3 R
		607	3 B-2
		608	3 B-3 R
7	1	701	2 C
		702	2 C R
		703	1P SR R
		704	1 X SB
		705	1 P SR
	(Common Elements)	706	Sales Center
	(Common Elements)	707	Business & Exercise Area
		708	1 PP SR BB R
		709	1 X BB
		710	1 PP SR BB
	2	711	2C
		712	2 C R
		713	1 P R
		714	1 X
		715	1 P
		716	2 C
		717	2 C R

<u>Building No.</u>	<u>Floor</u>	<u>Unit No.</u>	<u>Type</u>
7	2	718	1 PP R
		719	1 X
	3	720	1 PP
		721	2 C
		722	2 C R
		723	1 P R
		724	1 X
		725	1 P
		726	2 C
		727	2 C R
		728	1 PP R
		729	1 X
		730	1 PP
		4	731
	732		1 X
	733		1 P
	734		1 PP R
	735		1 X
	736		1 PP
8	1	801	2 C
		802	2 C R
		803	1 P SR R
		804	1 X SB R
		805	1 P SR
		806	2 C
		807	2 C R
		808	1 PP SR BB R
		809	1 X BB R
		810	1 PP SR BB
	2	811	2C
		812	2 C R
		813	1 P R
		814	1 X R
		815	1 P
		816	2 C
		817	2 C R
		818	1 PP R
		819	1 X R
		820	1 PP

<u>Building No.</u>	<u>Floor</u>	<u>Unit No.</u>	<u>Type</u>
8	3	821	1 P R
		822	1 X R
		823	1 P
		824	1 PP R
		825	1 X R
		826	1 PP
9	1	901	3 B-3
		902	3 B-2 R
		903	3 B-2
		904	3 B-3 R
10	1	1001	3 B-3
		1002	3 B-2 R
		1003	2 H-2
		1004	2 H-2 R
		1005	2 H-3
		1006	2 H-3 R
		1007	3 B-2
		1008	3 B-3 R
11	1	1101	3 B-3
		1102	3 B-2 R
		1103	2 H-2
		1104	2 H-2 R
		1105	2 H-3
		1106	2 H-3 R
		1107	3 B-2
		1108	3 B-3 R
12	1	1201	2 HE-2
		1202	2 HE-3 R
		1203	2 H-2
		1204	2 H-2 R
		1205	2 H-3
		1206	2 H-3 R

Building No.	Floor	Unit No.	Type
12	1	1207	2 HE-3
		1208	2 HE-2 R
14	1	1401	1 X R
		1402	1 X
		1403	1 X R
		1404	1 X
		1405	1 L BB
		1406	1 B SR
		1407	1 X BB
		1408	1 X BB R
		1409	1 X
		1410	1 X R
		1411	1 L
		1412	1 B
		1413	1 B R
		1414	1 L BB R
	2	1415	1 X R
		1416	1 X
		1417	1 X R
		1418	1 X
		1419	1 L
		1420	1 B SR
		1421	1 X BB
		1422	1 X BB R
		1423	1 X
		1424	1 X R
		1425	1 L
		1426	1 B
		1427	1 B R
		1428	1 L R

All of the aforementioned Units are more particularly shown on the plans thereof attached hereto as Exhibit "C-1," which plans are incorporated herein in the same manner as if expressly set forth in this Section 5.05, and said plans, together with the Unit numbers and square footage of area in each Unit, and likewise together with the description of Unit boundaries as herein set forth

in Section 5.04, shall constitute a complete description of the Units within the Regime.

5.06 OWNER'S RESPONSIBILITIES FOR MAINTENANCE AND REPAIR.

(a) While generally an Owner is responsible for the maintenance and repair of the area described above in Section 5.05 as being included in a Unit, notwithstanding the generality of the foregoing description of Unit boundaries, each Unit Owner shall also be responsible for maintenance and repair of the following, whether it shall be defined as within a Unit or not:

(1) the doors, doorways, windows, vents and other structural elements in the walls, floors, and ceilings of the Unit, which are regarded as enclosures of space;

(2) the doors opening into the Unit and into any mechanical area integral to the Unit, including the frames, casings, hinges, handles, and other fixtures which are part of the doors;

(3) the window glasses, screens, frames, wells, and casings which are part of the windows opening from the Unit;

(4) the plumbing and mechanical vents which exclusively serve the Unit;

(5) the appliances, air conditioning and heat pump Units, (compressors, air handlers and condensers), water heaters, lavatories, bath tubs, toilets, carpeting, floor covering, flooring, trim, ceilings, walls, insulation, and other fixtures, furnishings, and building materials which are part of the Unit at the time of initial closing from Declarant to the Unit Owner, and any subsequent replacements thereof;

(6) the screens, lattice work, partitions, railings, or balustrades bounding or enclosing any deck, walkways, porch or service area that is integral and exclusive to the Unit and the concrete surface, and/or topping within any such area;

(7) all pipes, wires, ducts, and other plumbing, mechanical, and electrical appurtenances which are integral and exclusive to the Unit, including lamps attached to the exterior of the Unit;

(8) the Owner's outside Storage Unit which constitute a Limited Common Element upon acquisition thereof by an Owner as hereinafter described; and

(9) any damage to the Unit itself or to a contiguous (i.e. either adjacent, upstairs or downstairs) Unit caused by a negligent action or inaction within the Owner's Unit, which directly or indirectly causes damage to the other Unit or to the Unit itself.

Notwithstanding the foregoing by allocating responsibilities of maintenance and repair to Owners, it is not the intention of Declarant to affect the ultimate insurance obligations as well as the reconstruction obligations of the Regime.

(b) Except in the event of an emergency situation, in the event that the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, cleaning, repair, or replacement of items for which he is responsible under this Master Deed, then the Association shall give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at such Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days in which to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at such Owner's sole cost and expense, and said cost shall be added to and become a part of the Assessment to which such Owner and his Unit are subject and shall become a lien against such Unit as provided herein.

5.07 USES OF UNITS.

(a) Each Unit is restricted as to use by the Owner or Owners thereof, their lessees and invitees, not to exceed four (4) unrelated persons or six (6) related family members for a three (3) bedroom Unit; three (3) unrelated person or four (4) related family members for a two (2) bedroom Unit; two (2) unrelated persons or two (2) related family members for a one (1) bedroom Unit, it being the intent of the Declarant that the Buildings be used for residential purposes only which are consistent with and appropriate to the design of the Building.

(b) The Declarant herein subjects the Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwelling Units only. Reference is made to Section 15 *infra* regarding prohibition of time-sharing plans and reservation of rights regarding multiple ownership plans.

(c) No Unit shall be rented by the Owner thereof for a period less than eleven (11) consecutive months. Owner must comply with the Rules and Regulations contained in the Bylaws, as amended from time to time in regards to leasing.

(d) No Unit Owner shall do, suffer, or permit to be done, anything in his Unit which would impair the soundness or safety of the Regime, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

(e) In case of any emergency originating in or threatening any Unit, regardless of whether the Owner or his tenant, if any, is present at the time of such emergency, the Association's Board of Directors and all managerial personnel shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key to such Unit.

(f) Reference is made to Section 14 *infra*, regarding the recorded Covenants applicable to the Unit.

(g) Reference is made to the By-Laws attached hereto as **Exhibit "D"** for specific rights and authority of the Board with respect to Common Elements.

(h) Notwithstanding anything else to the contrary in this Section 5.07, the Declarant shall be permitted to use one or more Units for purposes of a real estate sales model and office.

(i) The Declarant hereby declares and affirms that the use restrictions described herein shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Unit and upon the Declarant and upon all future Owners of Units.

5.08 DEEDS TO UNITS.

On the transfer of a Unit, a deed effecting that transfer conveys all the seller's interests in that Unit to the purchaser, including the seller's interest in the real and personal property of the Association, any reserve accounts applicable to that Unit, and in any cause of action or chose in action either of the Association or arising out of his ownership of that Unit, whether or not those interests are expressly described in the deed.

5.09 ASSESSMENTS FOR COMMON EXPENSES; RESPONSIBILITIES FOR MAINTENANCE.

The obligations of all Unit Owners with regard to assessments for Common Expenses and the maintenance and repair of the individual Units shall be as provided in the By-Laws of the Association which are attached hereto as **Exhibit "D"**.

5.10 SUBDIVISION AND RELOCATION OF BOUNDARIES BETWEEN UNITS.

(a) Declarant intends to provide a flexible and certain method consistent with the Act in the best interest of the Association and all of its members by which individual Units may be subdivided into two or more Condominium Units (i.e. Units). Subject to the provisions of this Master Deed and other provisions of law, a Unit Owner may apply to subdivide a Unit subject to the conditions and procedures described below in Section 5.10 (b) *et seq.*

(b) The Owner of a Unit or Owners of adjoining Units may, at any time, deliver a letter to the President of the Association requesting approval from the Board to subdivide or relocate the boundaries between their Units, together with a plan of their Units which conforms with Sections 27-31-100, 27-31-110 and 27-31-120 of the Act, showing the proposed relocated boundaries of those Units. In such case, with respect to every proposed Unit which will result from the proposed subdivision or relocation:

(1) each Unit to be created must contain at least 689 square feet of Unit space as herein defined; and

(2) at least one boundary of each Unit to be created must be coterminous with a partitions wall, extending in one plane for at least 6 feet, which divides the Unit from a hallway constituting a Common Element in the Building; and

(3) each Unit must comply with all applicable laws, rules, regulations, codes and/or ordinances, including, but not limited to, those relating to building permits, health, fire, safety, and parking, and adequate provision must be made for any required fire and emergency exits, mechanical and support systems of the Building, utilities, as well as assurance that there is no impairment of the structural integrity of the Unit and/or Building or that there is no increase in any Owner's insurance costs; and

(4) the subdivision shall not result in an increase in the number of Units allocated or otherwise permitted to exist on the Property under the existing permits or covenants of record; and

(5) all expenses of the Association, including legal fees, architectural, surveying and consultant's fees, shall be borne by the requesting Unit Owner(s).

(c) The President shall submit the above request for subdivision to the Board members upon receipt. If said subdivision is approved by a majority vote of the Board, either at a meeting thereof or by written consent, the President shall:

(1) cause an Amendment to the Master Deed to be prepared which conforms to this Master Deed and the Act, together with a certified Amendment to the plans, which conforms to the requirements

of the Act. The Amendment to the Master Deed shall reallocate the assigned appurtenant interests among all the Units resulting from the subdivisions or relocation of boundaries in proportion to the relative sizes of those Units, but shall not affect in any manner the percentage of interest appertaining to the other Units not otherwise redefined. The Amendment to Master Deed shall to the extent necessitated by the subdivision, take into consideration potential redefinition of boundaries of the newly constituted Unit(s) as compared to the definition above in Section 5.05. In the event that the subdivision of a Unit results in the creation of what would normally be a Common Element within the Building so subdivided (e.g. the roof, foundation, structural elements, mechanical systems, exterior walls) such Common Elements shall be a Limited Common Element to those resulting Units within said subdivided Unit; provided, in no event shall the Owner(s) of the other Units be responsible for the costs of operation, maintenance, repair or replacement of any such Limited Common Element appurtenant to such a subdivided Unit; and

(2) upon payment by the affected Unit Owners of all permit, recording, legal, architectural, and other fees incurred by the Association, the President of the Association shall execute the Amendment to the Master Deed and record same, including the plats and plans subdividing or relocating the Unit(s) and showing the altered boundaries of the Units and their dimensions and identifying numbers.

(d) The Amendments to the Master Deed and plans to reallocate Units are only effective when executed in the manner required by this Section 5.10 and recorded. The consents to the Amendment by the mortgagees of the affected Units shall also be recorded.

(e) In the event of a subdivision per Section 5.10(b) above, and to further Declarant's intent of providing a flexible and certain method consistent with the Act and the best interests of the Association and all its members, by which the boundaries of or between Units may be adjusted to meet the needs of individual Unit owners, subject to the conditions and procedures described in Section 5.10(b), Unit Owners are entitled to relocate the boundaries between adjoining Units and reallocate the assigned appurtenant interests of those Units accordingly.

5.11 ALTERATIONS IN UNITS.

(a) A Unit Owner may make any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems, or lessen the support of, any portion of any other Unit.

(b) Subsequent to a subdivision of a Unit pursuant to Section 5.10 or in the situation where a Unit Owner already owns adjoining Units, after giving notice to the Association, a Unit Owner may alter a partition wall between such adjoining Units owned by him to create an opening in the wall. Such an alteration does not constitute a relocation of boundaries between Units as defined in Section 5.10 above.

(c) Any Unit Owner altering a Unit pursuant to this Section or Section 5.11 shall: (1) provide for waivers of all mechanics lien rights which may arise as a result of the alteration; (2) provide certificates of insurance insuring against all losses commonly insured against, arising out of the work naming the Association as an additional insured; (3) indemnify and hold the Association and other Unit Owners harmless from the effect of the work and the acts or omissions of anyone under such Unit Owner's direction or control; (4) minimize the disturbances of other Unit Owners and their business activities during the work; and (5) reimburse the Association for any expenses incurred by the Association, including but not limited to legal and other consulting fees.

(d) When any alterations approved by the Association are completed, the affected Unit Owners shall deliver to the Association a copy of the 'as built' plans and specifications certified to by an architect licensed to practice in South Carolina.

6. AREAS COMPRISING PROPERTY.

(a) Land. The lands which may be made subject to this Master Deed are those certain tracts or parcels described in Exhibits "A" attached hereto and consisting of approximately 8.566 acres, which are owned by Declarant in fee simple subject to certain liens, encumbrances, rights-of-way, easements, covenants, and restrictions.

Hereafter, at one time, or from time to time, Declarant has constructed or may, in the future, construct roadways ("Roadways") providing ingress and egress to and from the Property. Declarant shall not be obliged to convey to the

Association these Roadways as a Common Element (but may do so at Declarant's sole discretion). However, Declarant herewith conveys to each Owner of a Unit and to every permitted occupant of that Unit, a non-exclusive, easement over, upon, and across such Roadways for ingress and egress to and from Palmetto Bay Road to the extent said Roadways are not herein conveyed. Declarant reserves the right, in its sole discretion, to relocate these areas and the easements over them without notice to any Owner or occupant of a Unit. In such event, Declarant shall and is hereby especially empowered to prepare and record in the ROD Office for Beaufort County, South Carolina, an Amendment to this Master Deed, amending **Exhibit "A"** hereto, to show the areas and revised areas of these non-exclusive easements, without notice to or consent by Owners or occupants of Units. Such Amendment to be effective upon recordation of same in the ROD Office for Beaufort County, South Carolina.

7. COMMON ELEMENTS.

The Common Elements of the Property are as follows:

7.01 GENERAL COMMON ELEMENTS.

General Common Elements are as follows:

(a) The Property, excluding the Limited Common Elements and the Units, and including but not limited to the land on which the Units are constructed, the foundations, stairways, exterior portions of perimeter walls, including exterior stucco wall surfaces, those portions of partitions and walls separating Units not otherwise part of the Unit, load-bearing columns or walls, slabs, public utility lines; and pipes, wires or conduits located within slabs or elsewhere in the Buildings other than as described in Section 5.05. In each instance there shall also be included the space actually occupied by the above.

(b) Parking facilities located on the Property which are shown on the plat of the Property attached hereto and identified as **Exhibit "B"**.

(c) All roads (except such "Roadways" as described in Section 6 (a)), walkways, paths, wood decking and boardwalks, trees, shrubs, yards, (except such as are designated as Limited Common Elements) gardens, planter areas, fountains, etc., if any.

- (d) The fire equipment rooms, elevator and appurtenant equipment room, and sprinkler systems and area occupying same.
- (e) All installations, and are occupying same, outside of the Units for services such as power, light, gas (including underground storage tanks) telephone, television, water and other similar utilities.
- (f) All sewer, drainage and irrigation pipes, excluding those which are the property of the utility district.
- (g) The mail box and all appurtenances thereof.
- (h) Such easements through the Units for pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units. General Common Elements and Limited Common Elements and easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, installations and appurtenances and for all other services necessary or convenient to the existence, maintenance, safety and use of the property, whether or not such easements are erected during construction of the Property or during re-construction of all or any part thereof, except such easements as may be defined as Limited Common Elements.
- (i) The Business and Exercise Unit designated as Unit 707, located in Building #7 as depicted on the as-built survey referenced above, said Unit containing 1028 square feet and including thereon fitness and training equipment.
- (j) The Sales Center designated as Unit 706, located in Building #7, as depicted on the as-built survey referenced above containing 1028 square feet.
- (k) The cook-out area, pool and cabanna a depicted on the as-built survey.
- (l) All areas not designated as a Limited Common Element and not described as lying within the boundary of a Unit as described in Section 5.05 hereof and 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.

7.02 LIMITED COMMON ELEMENTS.

Limited Common Elements as defined in the Act are those Common Elements reserved for the use of certain Unit owners to the exclusion of other owners. In the Brighton Bay Horizontal Property Regime, the Limited Common Elements are as follows:

(a) All porches and decks immediately adjacent to each Unit or to which each Unit has direct access from the interior thereof as shown on the floor plans identified as Exhibit "C-1" and on the as-built survey identified as Exhibit "B".

(b) The space lying between the upper boundary of each Unit as described in Section 5.05 and the floor or roof above such Unit subject to easements for utilizing service as previously described.

(c) The remote Storage Units located in Building(s) 7 and 8 as depicted on the as-built survey and shown on the floor plans referenced above upon assignment to a Unit. There are a total of 27 Storage Units, which will be assigned to Unit Owners who purchase the exclusive right to use a specific Storage Unit from the Declarant. Upon said assignment the Storage Unit will then become attached to said purchasing Owner's Unit permanently as a Limited Common Element and may not thereafter be sold separately from said Unit. The Declarant reserves to itself the right to use the un conveyed Storage Unit for the duration of the Declarant Control Period as herein defined. Upon assignment to an Owner the Storage Unit so assigned will be converted from General Common Elements to Limited Common Elements by recording of an amendment to this Master Deed;

(d) the ground level parking spaces located beneath Building 7, 8 and 14 shown on the floor plans identified at Exhibit "C-1" and on the as-built survey identified as Exhibit "B". One parking space is assigned specifically to each Unit in Building 7, 8, and 14 for the sole and exclusive use of the Owner and Unit designated on said as-built survey. The as-built survey and the floor plans show the number of the parking space with the corresponding Unit number. The Declarant reserves to itself the right to sell and the right to use unassigned parking spaces to the Owners for the duration of the Declarant Control Period as herein defined. The unassigned parking spaces will be General Common

Elements until assignment to an Owner and recording of an amendment to this Mater Deed converting them to Limited Common Elements.

(e) The individual garages for Unit Types 2H-3, 2H-3R, 2H-2, 2HE-31, 2HE-3R, 2HE-2, 2HE-2R, 2HE-Sp, 3B-3, 3B-3R, 3B-2, 3B-2R, 3B-3BRR and 3B-2BR are included as part of said Unit, rather than Limited or General Common Elements.

(f) All other areas depicted as Limited Common Elements to the Units on the floor plans attached as Exhibit "C-1".

8. REVOCATION AND AMENDMENT.

The dedication of the Property to the Regime herein shall not be revoked, nor the Property removed from the Regime, nor any of the provisions herein materially amended unless all of the Co-Owners and the mortgagees of all the mortgages covering the Units unanimously agree to such revocation, or Amendment, or removal of the Property from the Regime by duly recorded instrument; provided, however, that without the consent of the Unit Owners or mortgagees, the Declarant, or its successors, or assigns may amend this Master Deed and any other document required under the Act, and each Owner, if requested to do so by Declarant, agrees to consent to any such amendment, in order to correct any scrivener's error, to correct conflicts between this document and the Act, to address any issues of probable concern to the Regime which may not be adequately addressed to effect compliance with any requirements of any governmental law or ordinance, insurer, guarantor or purchaser of mortgage loans, and to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Master Deed. Furthermore, the Declarant may at any time, prior to the termination of the Declarant Control Period, amend the Master Deed in the manner set forth in Section 5.10(c) as it relates to subdivision and as may be necessary to redesignate unassigned Storage Units or covered parking spaces from General Common Elements to Limited Common Elements of a specific Unit pursuant to Declarant's reserved right to convey exclusive use rights described in section 7 hereof and provided further that notwithstanding any provision herein in this Section 8, the Association may amend the provisions of the By-Laws attached hereto as Exhibit "D" as provided for therein in Article XIII or elsewhere in said By-Laws. Any such Amendment shall, when read in concert with the Master Deed, contain all of the particulars required by said Act as the same is now constituted or may hereafter be amended. No amendment by the Declarant

may result in the increase of the Owners' allocation of Common Expenses hereunder unless approved by said Owners.

9. DECLARANT CONTROL PERIOD.

(a) Subject to subsection (b): There shall be a period during which the Declarant retains control of the Association ("Declarant Control Period") during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and directors of the Association. The Declarant Control Period terminates not later than the earlier of:

(i) Sixty (60) days after the conveyance of 123 of the Units in the Regime to Owners other than the Declarant or an affiliate thereof; or

(ii) Ten (10) years from the date the Master Deed is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

(b) The Declarant may voluntarily terminate the Declarant Control Period prior to the date specified above subject to any condition imposed by the Declarant in consideration of such early termination. Early termination shall be accomplished by the recording of an instrument describing said termination and the conditions thereof in the Office of the Register of Deeds for Beaufort County, South Carolina.

10. PERCENTAGE INTEREST OF UNITS.

10.01 STATUTORY PERCENTAGE INTEREST.

The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the Common Elements (both General and Limited) of the Property and the proportionate share in the profits and common monthly expenses, as well as the proportionate representation for voting purposes in the meeting of the Association is based on the proportionate statutory value of each Unit to the statutory value of the total Property set forth below.

For purposes of the Act and pursuant to the terms of the Master Deed, the Percentage Interest appurtenant to each Unit of the Regime shall be established in accordance with the following formula:

$$\frac{V}{A} = P$$

“P” - Percentage Interest of each Unit.

“V” - Valuation of the respective Units as set forth in Section 9.03 and in the Amendments to Master Deed for Phase I - VI.

“A” - Aggregate Valuation of all Units existing in the Regime and added to the Regime as provided in Sections 6 and 8 of the Master Deed.

10.02 STATUTORY PERCENTAGE INTEREST/ALL UNITS.

The Units shall have the statutory values in the table below, varying with dependence on Floor number. Based upon the below statutory values, the percentage of undivided interest in the Common Elements appurtenant to each Unit in the Regime is set forth below:

PERCENTAGE TOTAL VALUE

**

Building #	Unit #	Total Price	%Total Value
100	101	\$171,499.50	0.852%
	102	\$162,184.50	0.806%
	103	\$135,792.00	0.675%
	104	\$134,239.50	0.667%
	105	\$134,239.50	0.667%
	106	\$135,274.50	0.672%
	107	\$170,464.50	0.847%
	108	\$180,814.50	0.898%
	109	\$149,764.50	0.744%
200	201	\$135,792.00	0.675%
	202	\$140,967.00	0.700%
	203	\$140,967.00	0.700%
	204	\$135,792.00	0.675%
300	301	\$175,639.50	0.872%
	302	\$166,842.00	0.829%
	303	\$166,842.00	0.829%

	304	\$175,639.50	0.872%
400	401	\$175,639.50	0.872%
	402	\$166,842.00	0.829%
	403	\$138,897.00	0.690%
	404	\$134,239.50	0.667%
	405	\$134,239.50	0.667%
	406	\$138,897.00	0.690%
	407	\$166,842.00	0.829%
	408	\$175,639.50	0.872%
500	501	\$171,499.50	0.852%
	502	\$164,772.00	0.819%
	503	\$166,842.00	0.829%
	504	\$175,639.50	0.872%
600	601	\$175,639.50	0.872%
	602	\$163,737.00	0.813%
	603	\$137,344.50	0.682%
	604	\$134,239.50	0.667%
	605	\$134,239.50	0.667%
	606	\$137,344.50	0.682%
	607	\$166,842.00	0.829%
	608	\$171,499.50	0.852%
700	701	\$160,114.50	0.795%
	702	\$163,219.50	0.811%
	703	\$142,519.50	0.708%
	704	\$120,267.00	0.597%
	705	\$142,519.50	0.708%
	706	Sales Center	General Common Elements
	707	Business & Exercise Unit	General Common Elements
	708	\$116,644.50	0.579%
	709	\$95,944.50	0.477%
	710	\$116,644.50	0.579%
	711	\$157,009.50	0.780%
	712	\$160,114.50	0.795%
	713	\$130,099.50	0.646%
	714	\$118,714.50	0.590%
	715	\$134,239.50	0.667%
	716	\$128,029.50	0.636%
	717	\$123,889.50	0.615%
	718	\$105,259.50	0.523%
	719	\$91,804.50	0.456%
	720	\$104,224.50	0.518%

	721	\$159,079.50	0.790%
	722	\$163,219.50	0.811%
	723	\$131,134.50	0.651%
	724	\$119,749.50	0.595%
	725	\$136,309.50	0.677%
	726	\$130,099.50	0.646%
	727	\$123,889.50	0.615%
	728	\$103,189.50	0.513%
	729	\$91,804.50	0.456%
	730	\$103,189.50	0.513%
	731	\$133,204.50	0.662%
	732	\$121,819.50	0.605%
	733	\$137,344.50	0.682%
	734	\$105,259.50	0.523%
	735	\$91,804.50	0.456%
	736	\$105,259.50	0.523%
800	801	\$123,889.50	0.615%
	802	\$129,064.50	0.641%
	803	\$115,609.50	0.574%
	804	\$92,839.50	0.461%
	805	\$115,609.50	0.574%
	806	\$150,799.50	0.749%
	807	\$148,729.50	0.739%
	808	\$117,679.50	0.585%
	809	\$95,944.50	0.477%
	810	\$116,644.50	0.579%
	811	\$124,924.50	0.621%
	812	\$129,064.50	0.641%
	813	\$106,294.50	0.528%
	814	\$90,769.50	0.451%
	815	\$103,189.50	0.513%
	816	\$151,834.50	0.754%
	817	\$151,834.50	0.754%
	818	\$104,224.50	0.518%
	819	\$90,769.50	0.451%
	820	\$102,154.50	0.507%
	821	\$106,294.50	0.528%
	822	\$91,804.50	0.456%
	823	\$104,224.50	0.518%
	824	\$103,189.50	0.513%
	825	\$91,804.50	0.456%
	826	\$103,189.50	0.513%
900	901	\$175,639.50	0.872%

	902	\$166,324.50	0.826%
	903	\$168,394.50	0.836%
	904	\$175,639.50	0.872%
1000	1001	\$175,639.50	0.872%
	1002	\$162,184.50	0.806%
	1003	\$132,687.00	0.659%
	1004	\$131,134.50	0.651%
	1005	\$134,239.50	0.667%
	1006	\$132,687.00	0.659%
	1007	\$162,184.50	0.806%
	1008	\$175,639.50	0.872%
1100	1101	\$175,639.50	0.872%
	1102	\$165,289.50	0.821%
	1103	\$135,792.00	0.675%
	1104	\$134,239.50	0.667%
	1105	\$134,239.50	0.667%
	1106	\$135,792.00	0.675%
	1107	\$166,324.50	0.826%
	1108	\$175,639.50	0.872%
1200	1201	\$135,792.00	0.675%
	1202	\$137,862.00	0.685%
	1203	\$135,792.00	0.675%
	1204	\$134,239.50	0.667%
	1205	\$134,239.50	0.667%
	1206	\$135,792.00	0.675%
	1207	\$138,379.50	0.687%
	1208	\$137,344.50	0.682%
1400	1401	\$91,804.50	0.456%
	1402	\$91,804.50	0.456%
	1403	\$91,804.50	0.456%
	1404	\$91,804.50	0.456%
	1405	\$94,909.50	0.471%
	1406	\$122,854.50	0.610%
	1407	\$120,784.50	0.600%
	1408	\$120,784.50	0.600%
	1409	\$120,784.50	0.600%
	1410	\$120,784.50	0.600%
	1411	\$117,679.50	0.585%
	1412	\$97,497.00	0.484%
	1413	\$97,497.00	0.484%
	1414	\$101,119.50	0.502%
	1415	\$91,804.50	0.456%
	1416	\$91,804.50	0.456%

	1417	\$91,804.50	0.456%
	1418	\$91,804.50	0.456%
	1419	\$90,769.50	0.451%
	1420	\$122,854.50	0.610%
	1421	\$120,784.50	0.600%
	1422	\$121,302.00	0.603%
	1423	\$119,232.00	0.592%
	1424	\$119,232.00	0.592%
	1425	\$117,679.50	0.585%
	1426	\$96,979.50	0.482%
	1427	\$96,979.50	0.482%
	1428	\$97,497.00	0.484%
		\$20,130,853.50	100.000%

10.03 TOTAL VALUE.

The total statutory value of the Property in the Regime is Twenty Million One Hundred Thirty Thousand Eight Hundred Sixty Three Thousand and 50/100 (\$20,130,863.50) Dollars.

NOTE: THESE VALUATIONS ARE FOR PURPOSES OF THE SOUTH CAROLINA HORIZONTAL PROPERTY ACT.

10.04 NO ALTERATION.

The proportionate representation for voting purpose and the percentage of the undivided interest in the Common Elements (both General and Limited) provided in this Section 10 shall not be altered without the acquiescence of the Co-Owner representing all of the Units expressed in an Amendment to this Master Deed duly recorded as required by Section.

11. ADMINISTRATION AND BY-LAWS.

11.01 ASSOCIATION; BY-LAWS.

As noted in Section 2 hereof, Declarant has caused to be incorporated under the laws of the State of South Carolina a corporation known as The Brighton Bay Owners' Association, Inc., which shall be an incorporated Council of Co-Owners to serve as the body by which the

Unit Owners will manage the affairs of the Regime. Each Unit Owner shall have voting rights in said Association in the same percentage as the percentage of interest his Unit has in the Common Elements. The administration of the Regime, and consequently of the Association, consisting as aforesaid of the Property described above shall be in accordance with the provisions of the By-Laws which are incorporated herein, made a part hereof and are attached hereto as **Exhibit "D"**.

11.02 AUTOMATIC MEMBERSHIP IN ASSOCIATION.

Each Unit Owner shall automatically become and be a member of the Association so long as he continues to be a Unit Owner and shall exercise such percentage of vote in all matters as shown in Section 10 hereof. In the event that a Unit is owned by more than one Person, the Person entitled to cast the vote for the Unit shall be designated by a certificate signed by all the record Owners of the said Unit and filed with the Secretary of the Association. Further, should such Unit Owner be a corporation or a limited liability company, the Person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation or signed by the manager of the limited liability company and filed with the secretary of the Association. All such certificates shall be valid until revoked, superseded by a subsequent certificate, or until there has been a change in ownership of the Unit concerned.

12. HORIZONTAL PROPERTY REGIME CONSTITUTED.

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 the Units may be conveyed and recorded as individual properties capable of independent use and each having its own exit to the Common Elements of the Property, and each Unit Co-Owner having an exclusive and particular right over his respective Unit and, in addition, the specified undivided interest in the Common Elements of the Property.

13. DECLARANT SUBJECT TO MASTER DEED; DECLARANT USE.**13.01 DECLARANT USE; GENERAL.**

So long as the Declarant owns one or more of the Units, it shall be subject to the provisions of this Master Deed and the Exhibits attached hereto and the Declarant 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 Regime; provided, however, that Declarant as in the case with any other Unit Owner, shall have the absolute right and privilege of leasing any or all of the Units owned by it for leases of eleven (11) months or longer for the uses permitted by this Master Deed, and that Declarant's lessees, invitees, guest, etc., shall be entitled to all of the privileges and rights, and be subject to the requirements hereunder, of a Co-Owner with respect to the use of the Property excluding voting rights which shall remain with the Declarant.

13.02 DECLARANT USE AS SALES MODEL.

Provided further, that Declarant, and its successors and assigns, shall be entitled to use the Sales Center at no cost for the purposes of a sales office until all Units in the Project, have been sold, it being the intent of Declarant that said reserved rights do not conflict with the residential use restriction described herein above. In addition to the foregoing, the Declarant reserves the right to use the Sales Center at no cost for the office of the Management Agent until the expiration of the Declarant Control Period.

14. TIME-SHARING/INTERVAL AND FRACTIONAL OWNERSHIP.

The Declarant herein subjects the Property of the Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwelling Units in the same manner as other Condominium Units constructed as such within the multi-family residential areas of the Hilton Head subdivision, and such dwelling Units shall not be utilized for purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, fractional interest or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are

expresses or defined in Chapter 32, Code of Laws of South Carolina, 1976, as amended, i.e. the South Carolina Vacation Time Sharing Act and the South Carolina Multiple Ownership Act.

15. PROVISIONS AND COVENANTS APPLICABLE TO UNITS.

Each Co-Owner shall comply with the provisions of this Master Deed and authorized Amendments thereto. Failure to comply with such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief. The Units shall also be conveyed subject to the recorded plat and plans of the Property and Amendments thereto and the those covenants, restrictions, easements and other matters of title as more particularly described at Exhibit "A".

16. GENERAL CONDITIONS/MISCELLANEOUS MATTERS.

16.01 COMMON ELEMENTS NOT PARTITIONED.

Except as provided herein, the Common Elements shall remain undivided and no Co-Owner shall bring any action for partitioning and/or division.

16.02 COMMON ELEMENTS NOT SEVERABLE FROM UNITS.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

16.03 NONUSE NOT EXEMPTION OF LIABILITY FOR COMMON EXPENSES.

No Co-Owner of a Unit 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 Unit.

16.04 ALL USERS OF PROPERTY SUBJECT TO MASTER DEED.

All present or future Co-Owners, tenants, future tenants, or any other person that might use the facilities of the Property in any manner, including those who may lease from the Declarant, are subject to the provisions of this Master Deed and any authorized Amendments thereto, and that the mere acquisition or rental of any of the Units shall signify that the provisions of this Master Deed and any authorized Amendment thereto are accepted and ratified.

16.05 ASSESSMENTS SUBORDINATE TO MORTGAGEE TAKING TITLE.

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure or deed in lieu of foreclosure of a mortgage covering a Unit, such acquirer of title, his or its heirs, successors, assigns or grantees, shall not be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment shall be subordinate to such mortgage.

16.06 INSURANCE.

The Board of Directors of the Association shall be required to obtain and maintain those types and forms of the insurance as are required by ARTICLE VIII of the By-Laws set forth in Exhibit "D" attached hereto and made a part hereof.

16.07 RECONSTRUCTION AND REPAIRS.

In the event of casualty loss or damage to the Property the provisions of Article IX of the By-Laws as set forth in Exhibit "D" shall govern all matters pertaining to reconstruction and repair.

16.08 CONDEMNATION.

In the event of a condemnation of a portion of the Property which is subject to this Master Deed, no reallocation of interests in the

Common Elements resulting from a partial condemnation of such a Project may be effected without the prior approval of the Unit Owners and the eligible holders holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Units subject to eligible holder mortgages.

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or the Insurance Trustee for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

16.09 EASEMENT FOR ENCROACHMENT.

If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of a Building; (b) alteration or repair to the Common Elements made by or with consent of the Board or; (c) as a result of repair or restoration of the Buildings; or any Unit necessitated by damage by fire other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building or Buildings stand.

16.10 OTHER REGIME EASEMENTS.

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements, if any, located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board shall have the right of access to each Unit to inspect the same

to remove violations therefrom and to maintain repair or replace Common Elements contained therein or elsewhere in the building.

16.11 RESERVED RIGHTS AND EASEMENTS OF DECLARANT.

In addition to any other rights and easements specifically reserved to the Declarant herein, the Declarant expressly reserves the following rights and easements:

(a) The right and easement to perform warranty work, and repairs and construction work and to store materials in secure areas in Units and Common Elements including Storage Units and further the right to control all such work and repairs and the right of access thereto until completion. The Declarant reserves such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising special Declarant rights, whether arising under the Act or reserved in this Master Deed. The Declarant may assign such portions to this reserved easement to public or private utility companies and municipalities, as may be reasonably necessary for the purpose of discharging the Declarant's obligations, whether arising under the Act or reserved in this Master Deed.

(b) The right to post signs and displays in the Common Elements to promote the sales of Units and to conduct general sales and marketing activities including the operation of promotional events, in a manner as will not unreasonably disturb the rights of Owners.

(c) The right of access by pedestrians anywhere not enclosed and by vehicular traffic where appropriate to all land, water and riparian rights immediately adjacent to the Property. The Association may not construct any improvements upon the Property without the approval of the Declarant.

16.12 SEVERABILITY.

The provisions hereof shall be deemed independent and severable and the invalidity in whole or part of any sections, sub-section, sentence,

clause, phrase, or word, or other provision of the Master Deed and the By-Laws or any authorized Amendment thereto shall not impair or affect in any manner the validity or enforceability of the remaining portions thereof and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included therein.

16.13 NON-WAIVER.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

16.14 GENDER AND NUMBER.

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

16.15 APPLICABLE LAW/INTERPRETATION.

This Master Deed is set forth to comply with the requirements of the Act as presently constituted or as hereafter amended. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. On all cases, the provisions of this Master Deed shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed herein and which will preserve the Property as a site for an attractive, well maintained, retirement community.

Should any provision of this Master Deed or any section, paragraph, sentence, clause, phrase or term in this Master Deed be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of the highest court or other tribunal which considers such matters and has jurisdiction over the parties hereto and the subject

matter hereof such judgement shall in no way affect the other provisions hereof which are hereby declared to be severable.

Contrary to the restrictive common law rule of construction, this Master Deed shall by this covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to the Master Deed, to covenant and agree, and are thereby estopped to deny, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within this Master Deed is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement or economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property.

16.16 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 this Master Deed or the intent of any provisions hereof.

16.17 EXHIBITS.

All Exhibits to this Master Deed shall be an integral part of this instrument.

16.18 TRADEMARK USE.

Each Owner, by acceptance of a deed to any lands, tenements or hereditaments within the Property hereby acknowledges that "Brighton Bay" and designs are service marks and trademarks of the Declarant. Each Owner agrees to refrain from misappropriating or infringing these service marks or trademarks.

17. LIMITED WARRANTIES.

The purpose of the following Section relating to warranties is to provide actual notice to successors-in-title to original purchasers:

EACH UNIT IS SOLD "AS IS" WITH NO WARRANTIES WHATSOEVER. PURCHASERS HAVE BEEN PROVIDED THE OPPORTUNITY TO INSPECT THE UNIT PURCHASED. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN, OR CONDITION OF ITEMS OF THE UNITS AND/OR TANGIBLE PERSONAL PROPERTY OR FIXTURES, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Declarant has executed this Master Deed, and the appropriate corporate seal affixed hereto this 19th day of November in the year of Our Lord Two Thousand and Two and in the Two Hundred and Twenty Sixth year of the Sovereignty and Independence of the United States of America.

WITNESSES:

**BRIGHTON BAY ASSOCIATES, LP,
a South Carolina Limited Partnership**

BY: BRIGHT INTERESTS, INC., a Tennessee
corporation

ITS: Sole General Partner

BY: Fletcher Bright (Seal)
Fletcher Bright, President

Kathie S. Law

Mitzi A. Stewart

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON) ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Fletcher Bright and personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of BRIGHTON BAY ASSOCIATES, L. P..

Witness my hand and seal this 19th day of November, 2002.

Mitzi A. Stewart (L.S.)
Notary Public for Tennessee
My commission Expires: 8.6.05

INDEX OF EXHIBITS

THE BRIGHTON BAY HORIZONTAL PROPERTY REGIME

Exhibit "A"	Description of Land and Description of Reserved Rights and Permitted Exceptions.
Exhibit "B"	Plat/As-Built Survey (Phase I and Recreational Parcel)
Exhibit "C-1"	Architectural Drawings of Floor Plans of Building and Units
Exhibit "C-2"	Architect's Certificate
Exhibit "D"	By-Laws of Brighton Bay Horizontal Property Regime and the Brighton Bay Property Owners' Association, Inc.
Exhibit "E-1"	Joinder of Mortgagee

EXHIBIT A

TO MASTER DEED

ESTABLISHING BRIGHTON BAY HORIZONTAL PROPERTY REGIME

DESCRIPTION OF LAND

ALL those certain pieces, parcels, or tracts of land located in the Palmetto Bay area on Hilton Head Island, Beaufort County, South Carolina, containing a total of 9.702 acres, more or less, shown and designated as "REGIME PARCEL A", "REGIME PARCEL B", "REGIME PARCEL C" and "REGIME PARCEL D" on that certain plat of survey consisting of two sheets entitled "Asbuilt Survey of Brighton Bay Horizontal Property Regime" prepared by Surveying Consultants, Terry G. Hatchell, SCRLS 11059, dated November 19, 2002 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 90 at Page 92.

Together with non-exclusive easements for installation, operation and maintenance of electric, water, sewer, telephone distribution lines, pipes, mains and accessory equipment, as set forth and reserved in that certain Master Deed Establishing the Phased Palmetto Bay Horizontal Property Regime recorded in the said Register's Office in Deed Book 351 at Page 1631.

Together with a non-exclusive easement for use of access roadways, walkways, paths, etc. for ingress and egress, as set forth and reserved in said Master Deed Establishing the Phased Palmetto Bay Horizontal Property Regime recorded in said Register's Office in Deed Book 351 at Page 1631.

Together with a non-exclusive easement for access over and across a portion of that certain tract of land containing 2.241 acres, more or less, shown and described as "Access & Parking Easement" on that certain plat of survey entitled "An Update As-Built Survey of Palmetto Bay Marina" prepared by Coastal Surveying Company, Inc., Jerry L. Richardson, SCRLS 4784, dated July 14, 1982 and recorded in said Register's Office in Plat Book 49 at Page 13, as set forth and reserved in that certain General Warranty Deed recorded in said Register's Office in Record Book 941 at Page 216.

Together with a non-exclusive easement for utilities over and across said tract of land containing 2.241 acres, more or less, shown and described as "Access & Parking Easement" and that certain tract of land containing 0.831 acre, more or less, shown and described as "Building D" on said plat of survey entitled "An Update As-Built Survey of Palmetto Bay Marina" recorded in said Register's Office in Plat Book 49 at Page 13, as set forth and reserved in that certain General Warranty Deed recorded in said Register's Office in Record Book 941 at Page 216.

Together with non-exclusive easements for over and across said tract of land containing 2.241 acres, more or less, shown and described as "Access & Parking Easement", said tract of land containing 0.831 acre, more or less, shown and described as "Building D", that certain tract of land containing 0.612 acre, more or less, shown and described as "Boat Yard", and that certain tract of land containing 0.587 acre, more or less, shown and described as "N/F Graves Boat Yard", all on said plat of survey entitled "An Update As-Built Survey of Palmetto Bay Marina" recorded in said Register's Office in Plat Book 49 at Page 13, as set forth and reserved in that certain General Warranty Deed recorded in said Register's Office in Record Book 941 at Page 216.

NOTICE OF RESTRICTION REQUIRED BY § 27-31-100(f) OF THE CODE OF LAWS OF SOUTH CAROLINA (1976), AS AMENDED:

Portions of said property are within the areas delineated by the Critical Line established by the South Carolina Department of Health and Environmental Control, Office of Coastal Resource Management, as shown on said plat of survey entitled "Asbuilt Survey of Brighton Bay Horizontal Property Regime" recorded in said Register's Office in Plat Book 90 at Page 92. All activities on or over and all uses of the submerged land or other critical areas are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to, the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Any owner of a Unit in Brighton Bay Horizontal Property Regime is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area.

Being portions of the same property conveyed to Brighton Bay Associates, L. P. by that certain General Warranty Deed of Palmetto Bay Marina Village Associates, ABK Investment Company, and Marina Development Associates recorded in said Register's Office in Record Book 1123 at Page 1583; by that certain Title to Real Estate given by Palmetto Bay Marina Village Associates recorded in said Register's Office in Record Book 1668 at Page 362; by that certain Assignment of Declarant and Reserved Rights by Palmetto Bay Marina Village Associates, ABK Investment Company, Marina Development Associates, and BPT Southeastern Centers, Ltd. recorded in said Register's Office in Record Book 1668 at Page 365; by that Assignment of Easements and Rights by Palmetto Bay Marina Village Associates, ABK Investment Company, Marina Development Associates, and BPT Southeastern Centers, Ltd. recorded in said Register's Office in Record Book 1648 at Page 373; and by that certain Quit Claim Title to Real Estate given Palmetto Bay Marina Village Associates, ABK Investment Company, Marina Development Associates, and BPT Southeastern Centers, Ltd. recorded in said Register's Office in Record Book 1668 at Page 381.

SAID PROPERTY IS SUBMITTED TO BRIGHTON BAY HORIZONTAL PROPERTY REGIME SUBJECT TO, AND SAVE AND EXCEPTING THEREFROM, THE FOLLOWING RESERVED EASEMENTS, RIGHTS AND PERMITTED EXCEPTIONS:

1. The provisions of the South Carolina Horizontal Property Act, Title 27, Chapter 31 of the Code of Laws of South Carolina (1976), as amended.
2. Taxes for the year 2003 and subsequent years.
3. A non-exclusive easement in favor of and for the benefit of the Declarant herein, its successors and assigns, for access and the right of ingress and egress over and across all roads and walkways shown said plat of survey entitled "Asbuilt Survey of Brighton Bay Horizontal Property Regime" recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 90 at Page 92 expressly for, but not limited to, the purpose of sales and Regime management activities on said property.
4. The right, expressly reserved by and for the benefit of the Declarant herein, its successors and assigns, but not the obligation, to improve the property shown said plat of survey entitled "Asbuilt Survey of Brighton Bay Horizontal Property Regime" recorded in said Register's Office in Plat Book 90 at Page 92 by clearing, tree pruning, constructing additional parking and common facilities, including, but not limited to, recreational facilities, drainage facilities, and lagoons, and the like, pertaining to Brighton Bay Horizontal Property Regime.
5. The right, expressly reserved by and for the benefit of the Declarant herein, its successors and assigns, but not the obligation, to install lines, equipment and facilities for utility and drainage purposes in, on, under and over the property shown said plat of survey entitled "Asbuilt Survey of Brighton Bay Horizontal Property Regime" recorded in said Register's Office in Plat Book 90 at Page 92, all as may deemed necessary, appropriate or desirable by the Declarant in its sole discretion, and to grant easements over said property for the installation of additional lines, equipment or facilities for utility and drainage purposes from time to time.
6. All easements and other matters shown on any plat of record in said Register's Office, and to all existing utility easements of record in said Register's Office or to be granted in favor of the South Island Public Service District, Palmetto Electric Cooperative, Inc., Hargray Telephone Company, Adelphia Cable, or any other supplier of utility services.
7. Rights or claims of parties in possession.
8. Easements, or claims of easements, not shown by the public records.
9. Boundary line disputes, overlaps, encroachments, and any matters not of record that would be revealed by an accurate survey and inspection of the property.

CF

10. Unrecorded underground easements, or claims thereof, not apparent from an inspection of the property.
11. Rights of the United States of America, the State of South Carolina, and the public generally in and to any portion of the property lying below the mean high water mark of abutting tidal waters.
12. Title to any portion of the property that is or may be filled-in land, or that lies below the mean high water mark of abutting tidal waters.
13. Interests created by, or limitations on use imposed by the Federal Coastal Zone Management Act or other federal law, or by SC Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
14. Covenants, conditions, restrictions, easements, assessments, and other matters set forth in the instruments recorded in said Register's Office in Deed Book 78 at Page 306, as amended; in Deed Book 334 at Page 524; in Deed Book 334 at Page 534, as amended and assigned in Deed Book 351 at Page 1627, in Deed Book 356 at Page 655, in Deed Book 400 at Page 143, in Deed Book 535 at Page 779, in Deed Book 535 at Page 793, in Mortgage Book 499 at Page 10, in Record Book 944 at Page 1392, and in Record Book ~~1668~~ at Page ~~365~~; in Deed Book 334 at Page 590; in Deed Book 351 at Page 1631, as amended and assigned in Deed Book 357 at Page 1815, in Deed Book 376 at Page 1772, in Deed Book 400 at Page 143, in Deed Book 535 at Page 779, in Deed Book 535 at Page 793, in Mortgage Book 499 at Page 10, in Record Book 944 at Page 1392, and in Record Book ~~1668~~ at Page ~~365~~; in Deed Book 356 at Page 650; in Deed Book 394 at Page 674; in Deed Book 405 at Page 895; and in Deed Book 405 at Page 901.
15. Contract for Coaxial Cable and Franchise recorded in said Register's Office in Deed Book 195 at Page 93, as amended and assigned in Deed Book 454 at Page 525.
16. Cross Easement Agreement recorded in said Register's Office in Deed Book 360 at Page 245.
17. Grant of Easement and Bill of Sale to Sea Pines Public Service District recorded in said Register's Office in Deed Book 374 at Page 875.
18. Easement to Palmetto Electric Cooperative, Inc. recorded in said Register's Office in Record Book 841 at Page 2220.
19. Terms and conditions of the various instruments reserving or establishing the said easements.
20. Matters of record affecting title to the various parcels that are subject to the said easements.
21. Rights of others to utilize the various parcels that are subject to the said easements.

22. Matters shown on the plats recorded in said Register's Office in Plat Book 22 at Page 37, in Plat Book 27 at Page 214, in Plat Book 29 at Page 199, in Plat Book 30 at Page 158, in Plat Book 30 at Page 200, in Plat Book 31 at Page 66, in Plat Book 32 at Page 49, in Plat Book 32 at Page 103, in Plat Book 32 at Page 147, in Plat Book 35 at Page 156, in Plat Book 49 at Page 13, and in Plat Book 68 at Page 79.

EXHIBIT B
TO MASTER DEED
ESTABLISHING BRIGHTON BAY HORIZONTAL PROPERTY REGIME

PLOT PLAN AND BUILDING PLAN OF THE PROPERTY

Attached hereto and incorporated herein, and recorded with this Master Deed, as required by § 27-31-110 of the Code of Laws of South Carolina (1976), as amended, is that certain plat of survey consisting of two sheets entitled "Asbuilt Survey of Brighton Bay Horizontal Property Regime" prepared by Surveying Consultants, Terry G. Hatchell, SCRLS 11059, dated November 19, 2002 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 90 at Page 92.

EXHIBIT "C-1"
TO MASTER DEED OF BRIGHTON BAY HORIZONTAL PROPERTY
REGIME

ARCHITECTURAL DRAWINGS OF FLOOR PLANS

Attached hereto are the floor plans and elevations prepared by
Narramore Associates, Inc.:

EXHIBIT "C-2"
TO MASTER DEED OF
BRIGHTON BAY HORIZONTAL PROPERTY REGIME

ARCHITECT'S CERTIFICATE

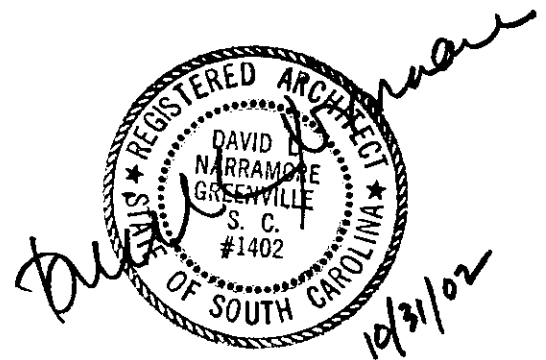
SEE ORIGINAL CERTIFICATE ATTACHED
NARRAMORE ASSOCIATES, INC.

Exhibit "C-1"
 To Master Deed of Brighton Bay Horizontal Property Regime

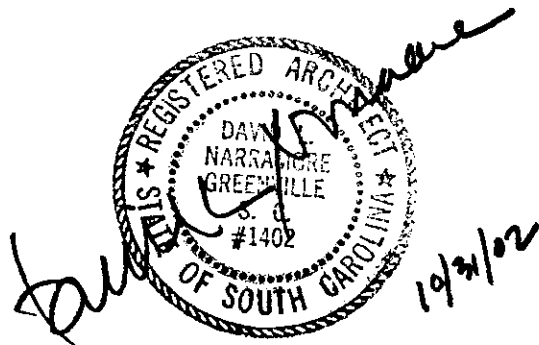
ARCHITECTURAL DRAWINGS OF FLOOR PLANS

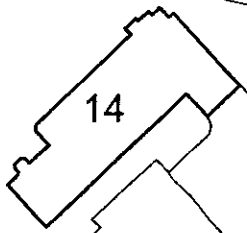
Attached hereto are the floor plans as follows:

Sheet No.	Sheet Description	Date
1	Building Location Plan	11/04/2002
2	Building 1, Garages	11/04/2002
3	Building 1, 1st Floor	11/04/2002
4	Building 1, 2nd Floor	11/04/2002
5	Building 2, Garages	11/04/2002
6	Building 2, 1st Floor	11/04/2002
7	Building 2, 2nd Floor	11/04/2002
8	Building 3, Garages	11/04/2002
9	Building 3, 1st Floor	11/04/2002
10	Building 3, 2nd Floor	11/04/2002
11	Building 4, Garages	11/04/2002
12	Building 4, 1st Floor	11/04/2002
13	Building 4, 2nd Floor	11/04/2002
14	Building 5, Garages	11/04/2002
15	Building 5, 1st Floor	11/04/2002
16	Building 5, 2nd Floor	11/04/2002
17	Building 6, Garages	11/04/2002
18	Building 6, 1st Floor	11/04/2002
19	Building 6, 2nd Floor	11/04/2002
20	Building 7, Parking	11/04/2002
21	Building 7, 1st Floor	11/04/2002
22	Building 7, 2nd Floor	11/04/2002
23	Building 7, 3rd Floor	11/04/2002
24	Building 7, 4th Floor	11/04/2002
25	Building 8, Parking	11/04/2002
26	Building 8, 1st Floor	11/04/2002
27	Building 8, 2nd Floor	11/04/2002
28	Building 8, 3rd Floor	11/04/2002
30	Building 9, 1st Floor	11/04/2002
31	Building 9, 2nd Floor	11/04/2002
32	Building 10, Parking	11/04/2002
33	Building 10, 1st Floor	11/04/2002
34	Building 10, 2nd Floor	11/04/2002
35	Building 11, Parking	11/04/2002
36	Building 11, 1st Floor	11/04/2002
37	Building 11, 2nd Floor	11/04/2002



Sheet No.	Sheet Description	Date
38	Building 12, Parking	11/04/2002
39	Building 12, 1st Floor	11/04/2002
40	Building 12, 2nd Floor	11/04/2002
41	Building 14, Parking	11/04/2002
42	Building 14, 1st Floor	11/04/2002
43	Building 14, 2nd Floor	11/04/2002
44	Unit Type 1B	11/04/2002
45	Unit Type 1B SR	11/04/2002
46	Unit Type 1B R	11/04/2002
47	Unit Type 1L & 1L BB	11/04/2002
48	Unit Type 1L R & 1L BB R	11/04/2002
49	Unit Type 1P	11/04/2002
50	Unit Type 1P SR	11/04/2002
51	Unit Type 1P R	11/04/2002
52	Unit Type 1P SR R	11/04/2002
53	Unit Type 1PP	11/04/2002
54	Unit Type 1PP R	11/04/2002
55	Unit Type 1PP SR BB	11/04/2002
56	Unit Type 1PP SR BB R	11/04/2002
57	Unit Type 1X	11/04/2002
58	Unit Type 1X SB & 1X BB	11/04/2002
59	Unit Type 1X R	11/04/2002
60	Unit Type 1X SB R & 1X BB R	11/04/2002
61	Unit Type 2C	11/04/2002
62	Unit Type 2C R	11/04/2002
63	Unit Type 2H - 3	11/04/2002
63.1	Unit Type 2H - 2	11/04/2002
64	Unit Type 2H -3 R	11/04/2002
64.1	Unit Type 2H -2 R	11/04/2002
65	Unit Type 2HE - 3	11/04/2002
65.1	Unit Type 2HE - 2	11/04/2002
66	Unit Type 2HE - 3 R	11/04/2002
66.1	Unit Type 2HE - 2 R	11/04/2002
67	Unit Type 2HE Sp	11/04/2002
68	Unit Type 3B - 3	11/04/2002
68.1	Unit Type 3B - 2	11/04/2002
69	Unit Type 3B - 2 BR	11/04/2002
70	Unit Type 3B - 3 R	11/04/2002
70.1	Unit Type 3B - 2 R	11/04/2002
71	Unit Type 3B - 3 BR	11/04/2002
72	Unit Type 2C Sp Sales Center / Business & Exercise	11/04/2002





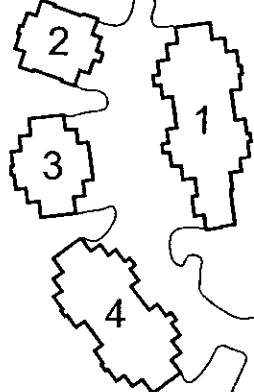
TIDAL CREEK

HELMSWAY LANE

PADDLE BOAT LANE

TIDAL CREEK

GATE HOUSE

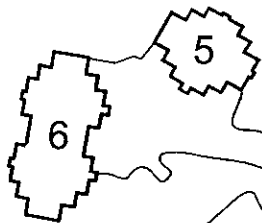


NORTH



LAGOON

LAGOON

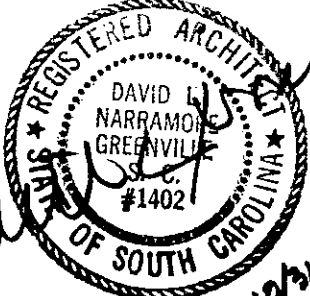


TENNIS COURTS

POOL

7

8



10/21/02

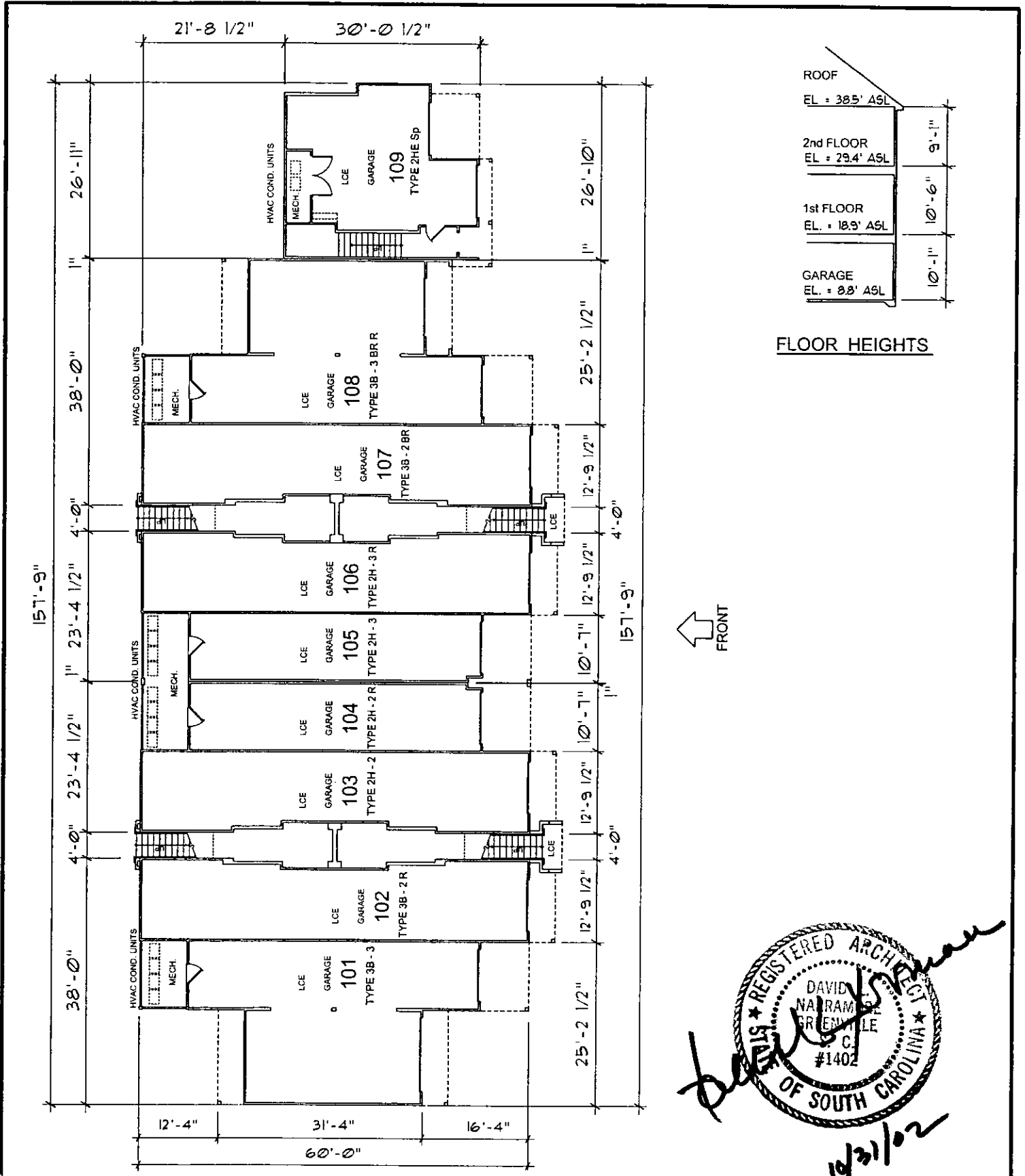
BUILDING LOCATION PLAN

NOT TO SCALE

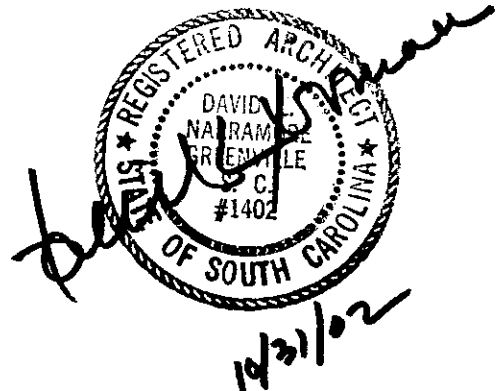
SITE PLAN IS REPRESENTATIONAL AND MEANT TO SHOW GENERAL BUILDING LOCATIONS. IT IS NOT TO BE USED TO DETERMINE DISTANCES OR AREAS.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 1



FLOOR HEIGHTS



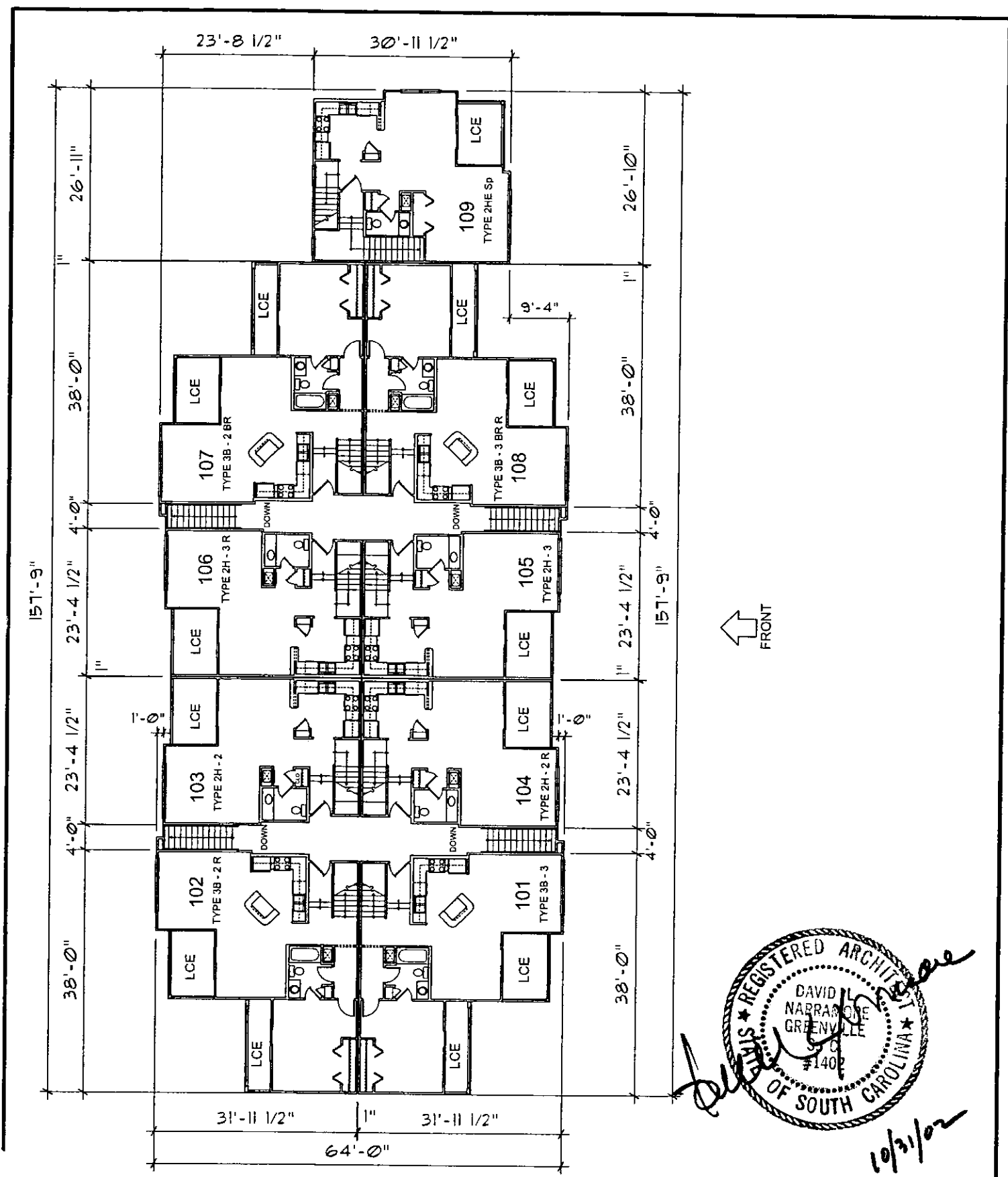
BUILDING AREA : ± 6, 970 SF

BUILDING 1 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 2



David L. Nabarone
 REGISTERED ARCHITECT
 DAVID L. NABARONE
 GREENVILLE
 #1402
 STATE OF SOUTH CAROLINA
 10/31/02

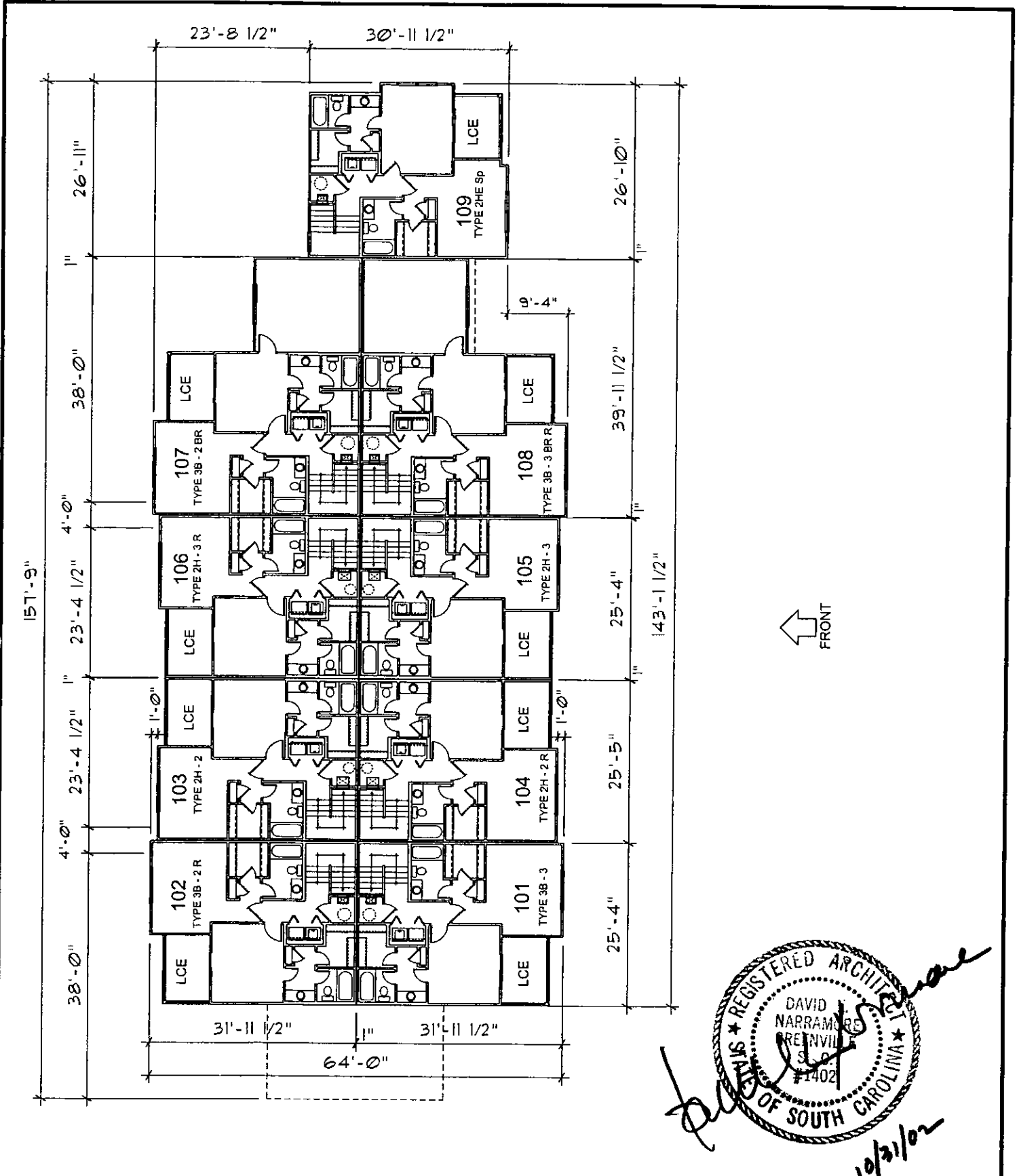
BUILDING AREA : ± 7, 160 SF

BUILDING 1 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 3



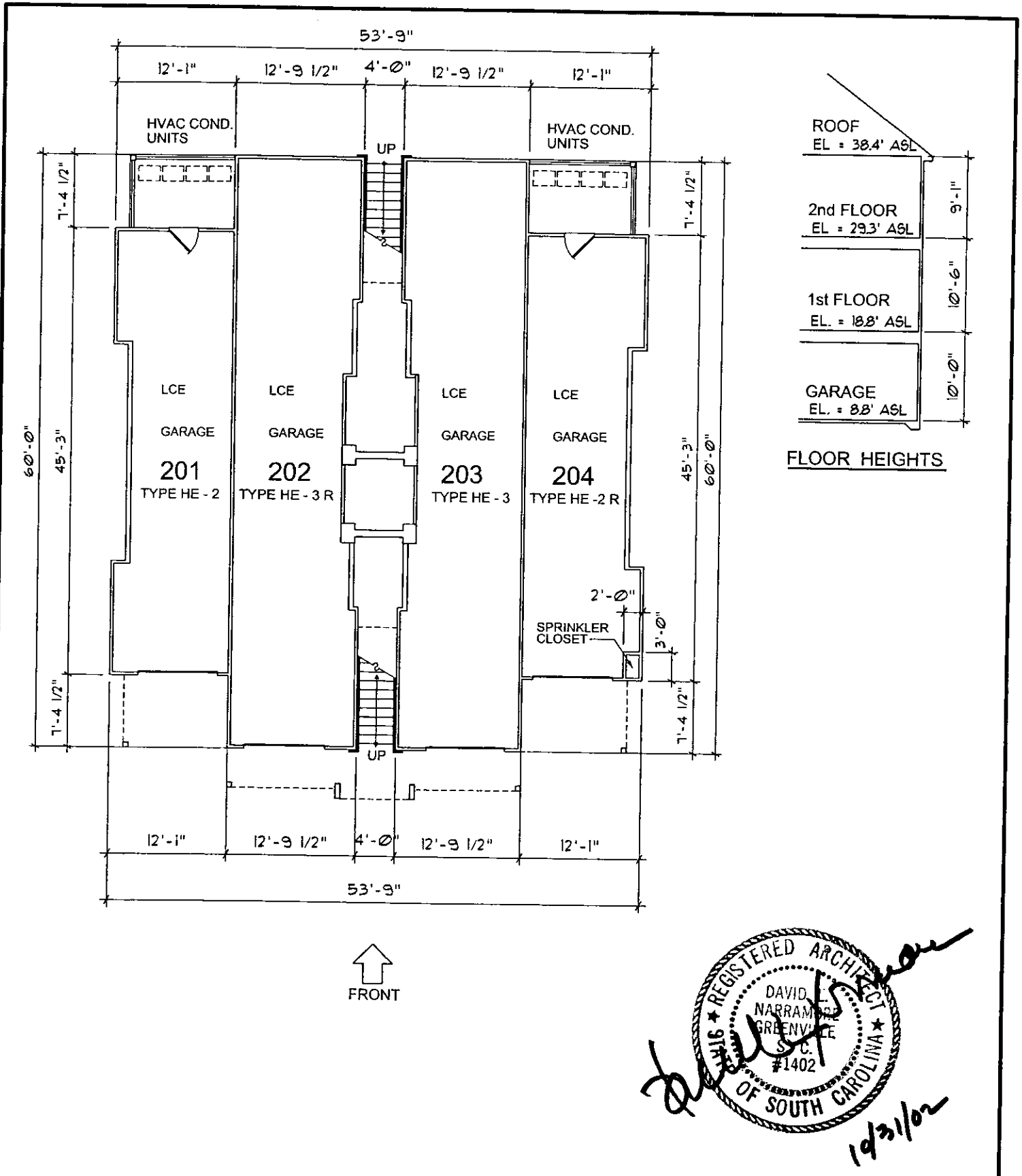
BUILDING AREA : ± 6, 847 SF

BUILDING 1 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO
4



FLOOR HEIGHTS

ROOF	EL. = 38.4' ASL
2nd FLOOR	EL. = 29.3' ASL
1st FLOOR	EL. = 18.8' ASL
GARAGE	EL. = 8.8' ASL

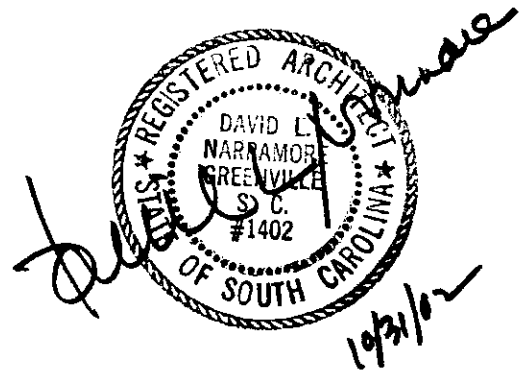
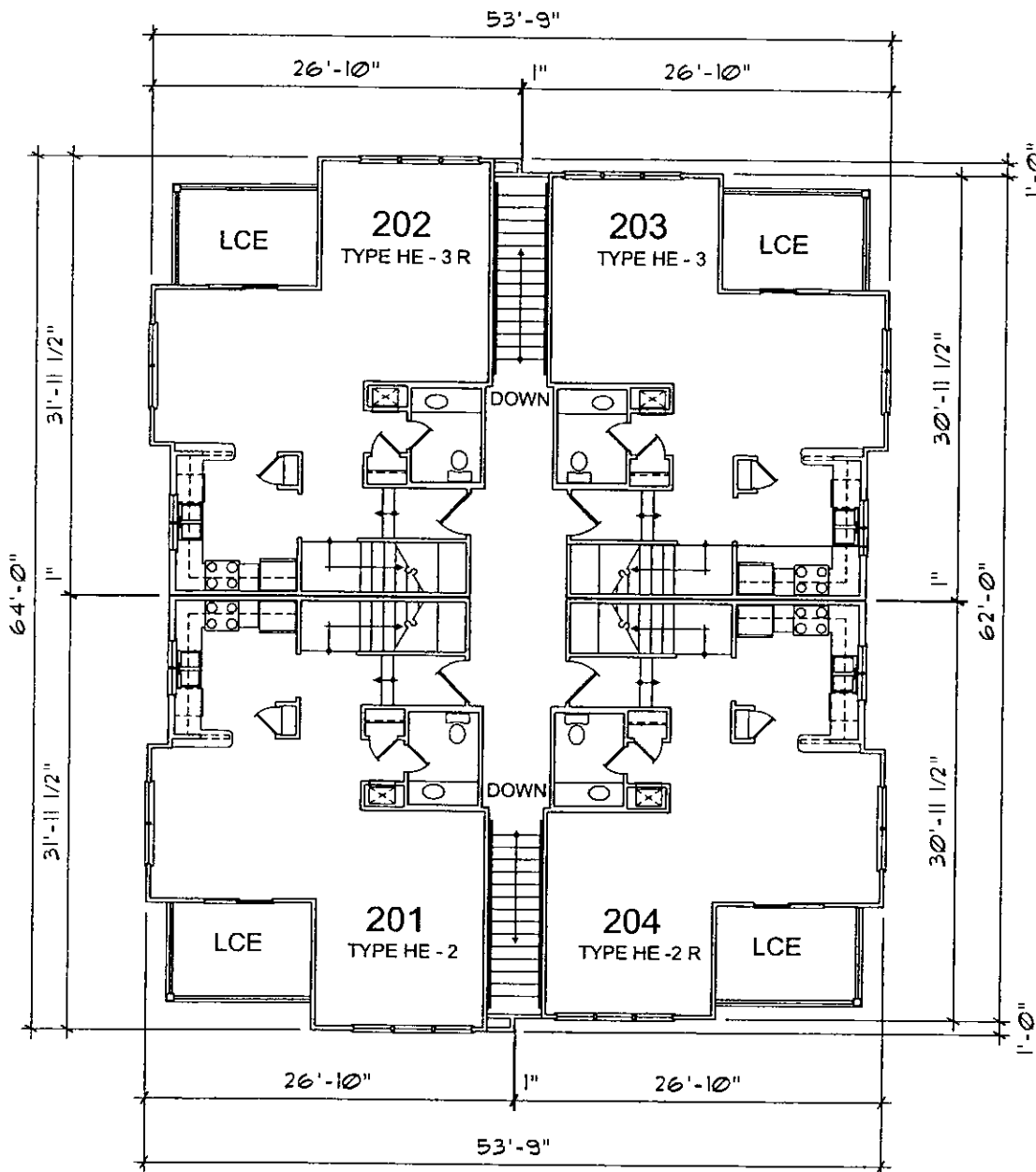
BUILDING AREA : ± 2,800 SF

BUILDING 2 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 5



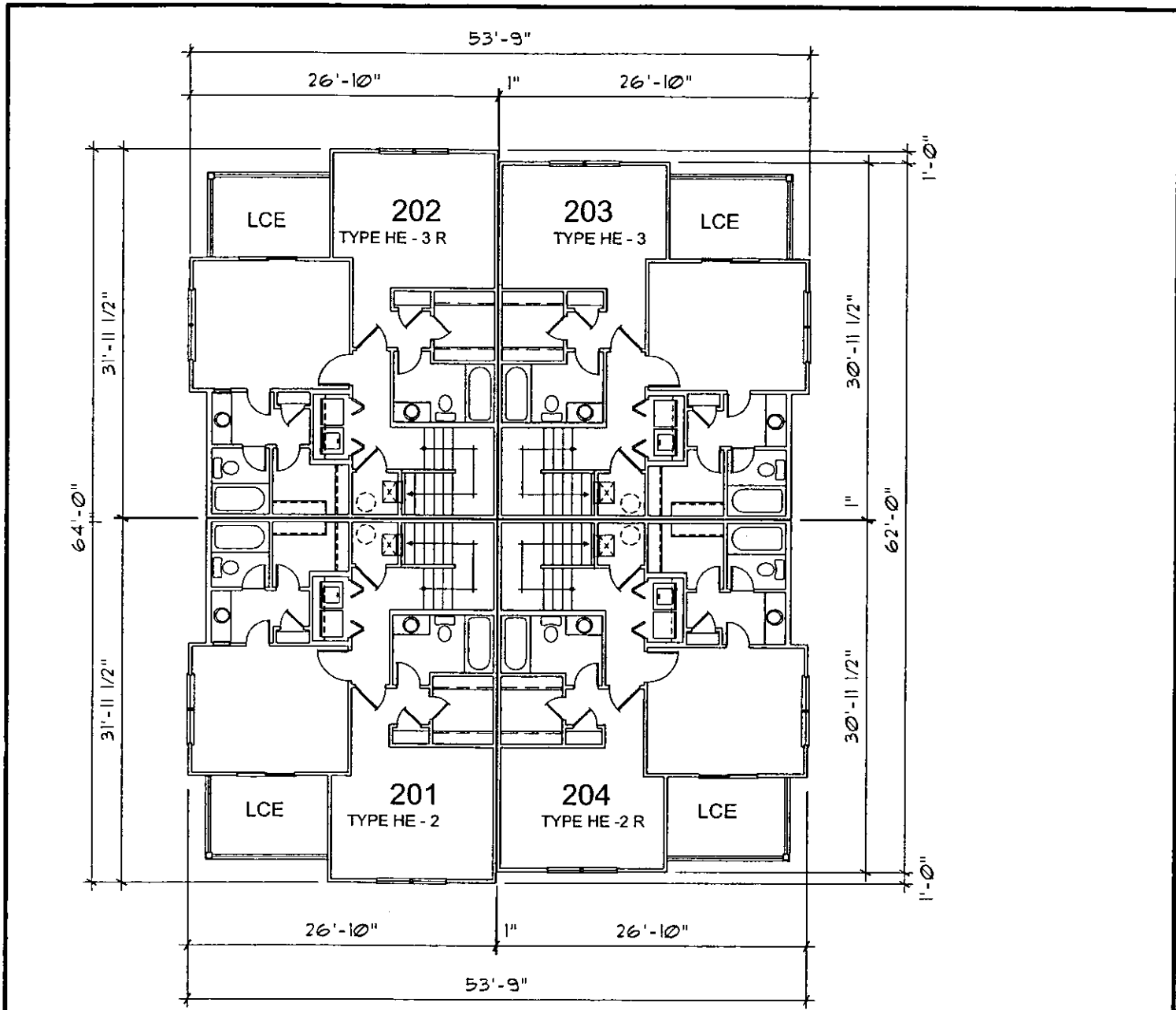
BUILDING AREA : ± 2,889 SF

BUILDING 2 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 6



David J. Narramore
 REGISTERED ARCHITECT
 DAVID J. NARRAMORE
 GREENVILLE
 S.C.
 1402
 STATE OF SOUTH CAROLINA
 1/23/02

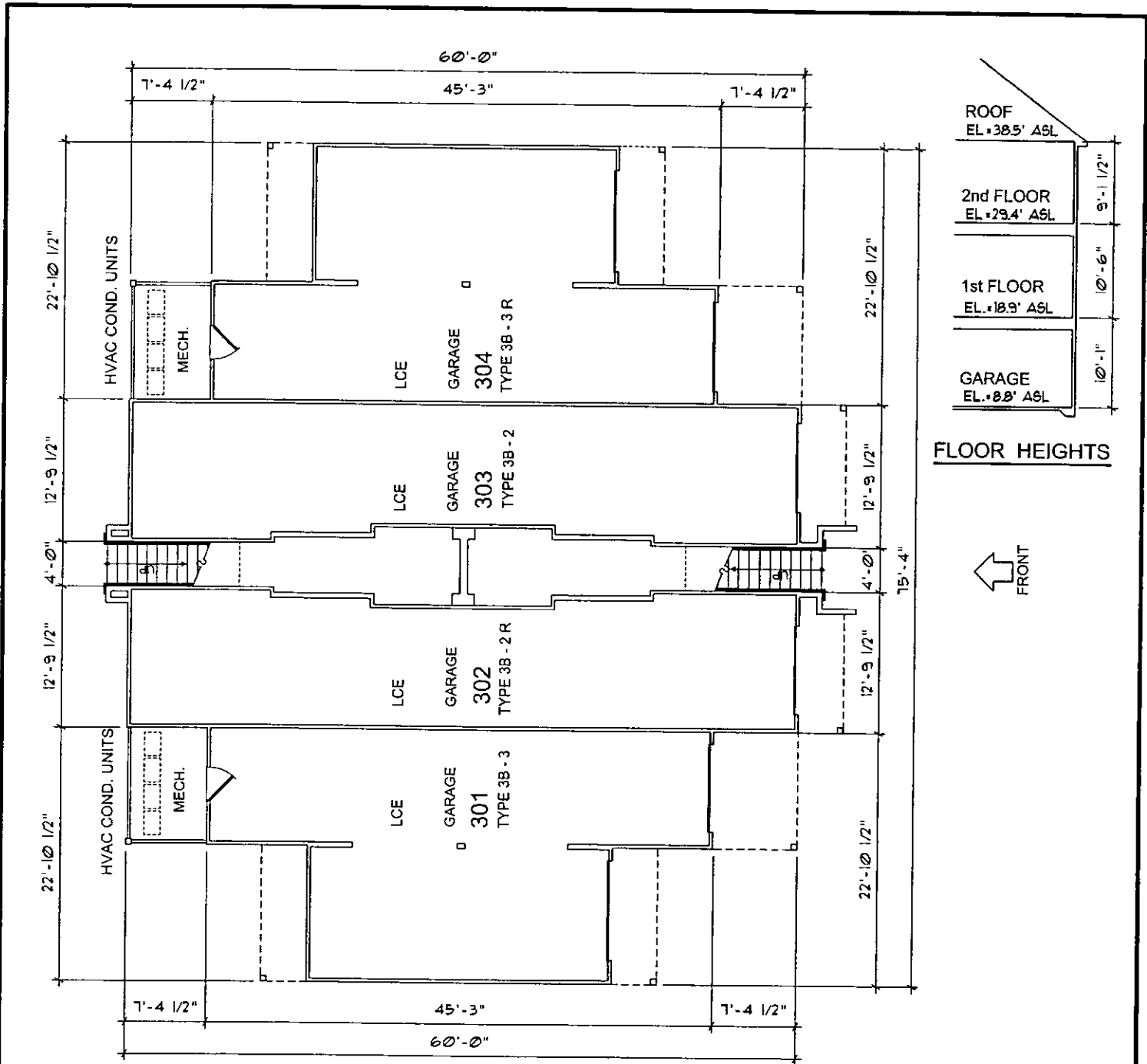
BUILDING AREA : ± 2,889 SF

BUILDING 2 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 7



REGISTERED ARCHITECT
 DAVID NARRAMORE
 GREENVILLE
 SOUTH CAROLINA
 #2402
 10/2/02

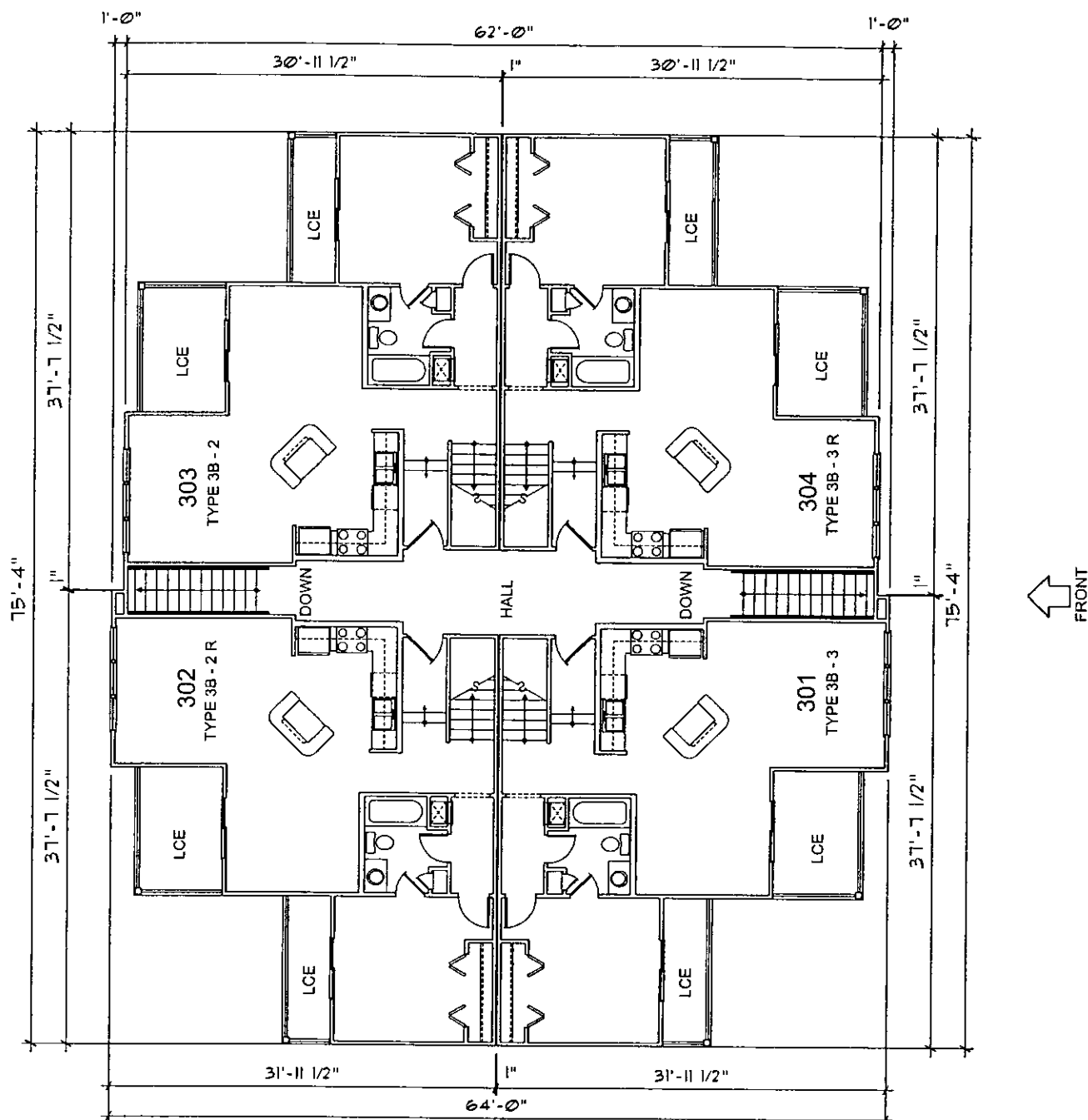
BUILDING AREA : ± 3,402 SF

BUILDING 3 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 8



DAVID NARRAMORE
 GREENVILLE
 #1402
 REGISTERED ARCHITECT
 STATE OF SOUTH CAROLINA
 10/2/02

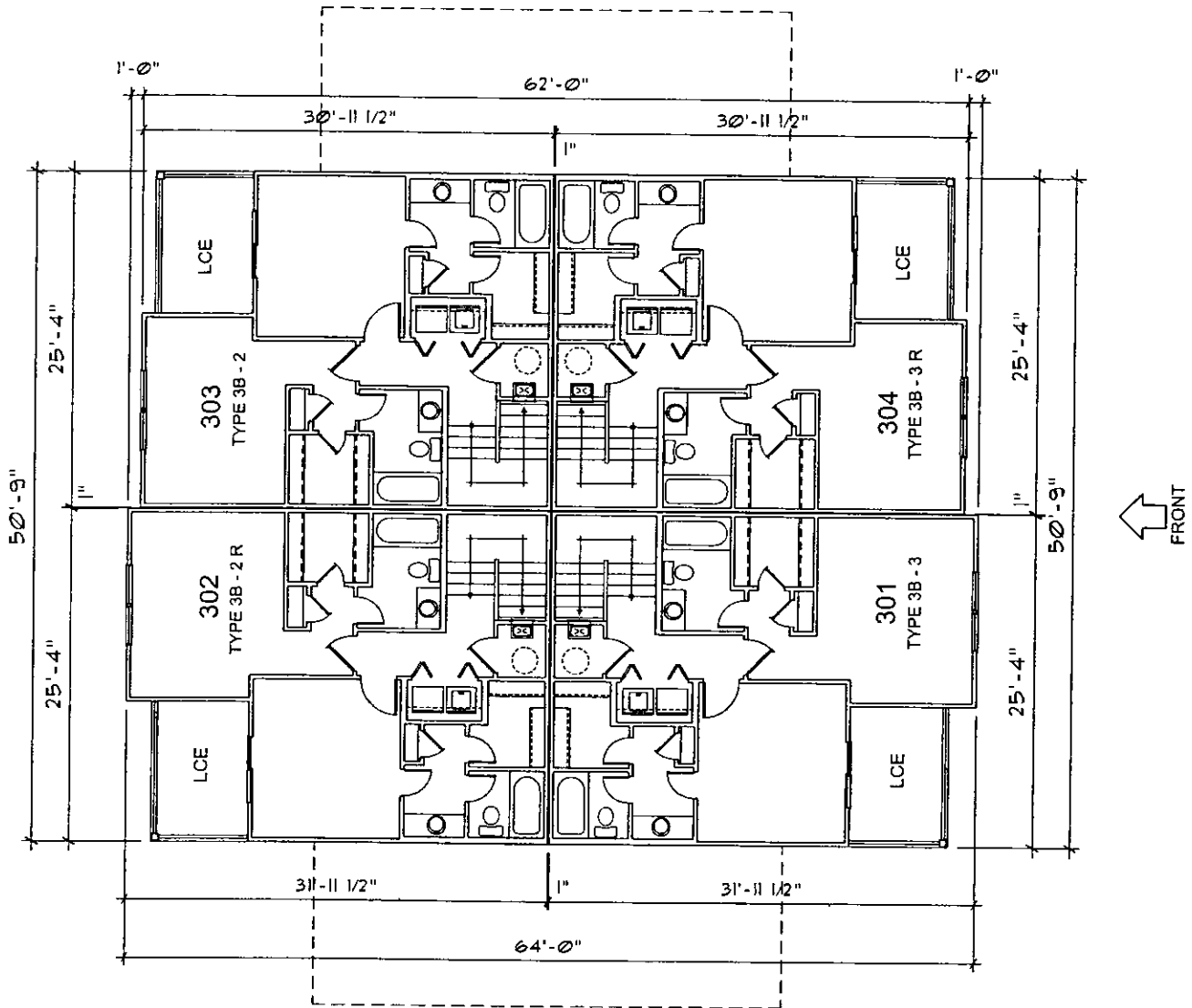
BUILDING AREA : ± 3,490 SF

BUILDING 3 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 9



DAVID L. NARRAMORE
 GREENVILLE, S.C.
 #1402
 REGISTERED ARCHITECT
 STATE OF SOUTH CAROLINA
David L. Narramore
 1/31/02

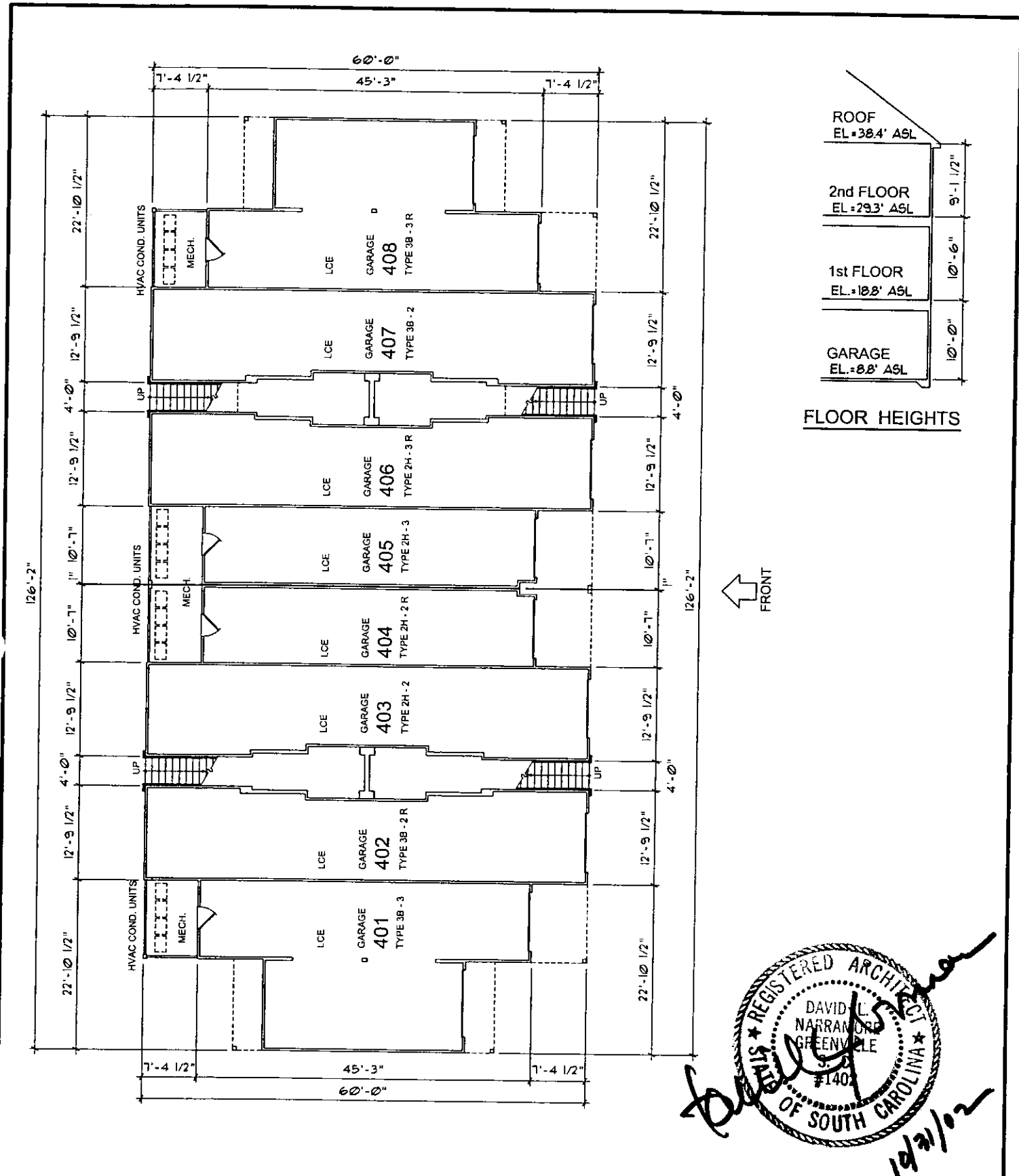
BUILDING AREA : ± 2,818 SF

BUILDING 3 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

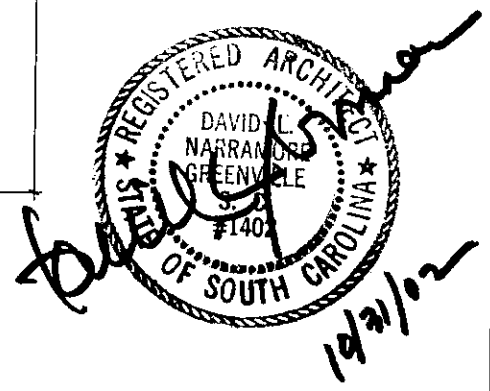
BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 10



FLOOR HEIGHTS

ROOF	EL. +38.4' ASL	
2nd FLOOR	EL. +29.3' ASL	9'-1 1/2"
1st FLOOR	EL. +10.8' ASL	10'-6"
GARAGE	EL. +8.8' ASL	10'-0"



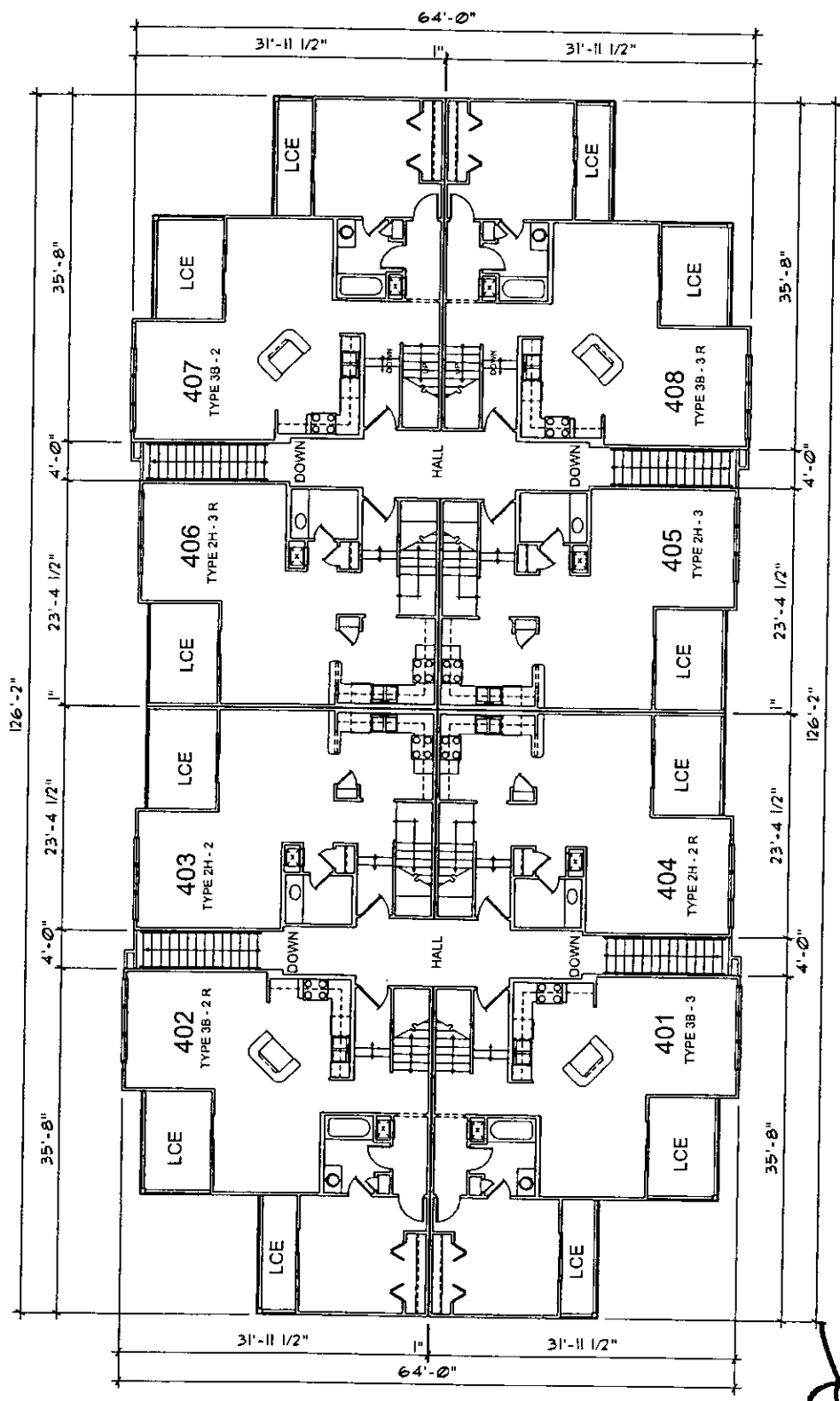
BUILDING AREA : ± 6,137 SF

BUILDING 4 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 11



David L. Narramore
 DAVID L. NARRAMORE
 GREENVILLE, SC
 29602
 REGISTERED ARCHITECT
 STATE OF SOUTH CAROLINA
 12/21/02

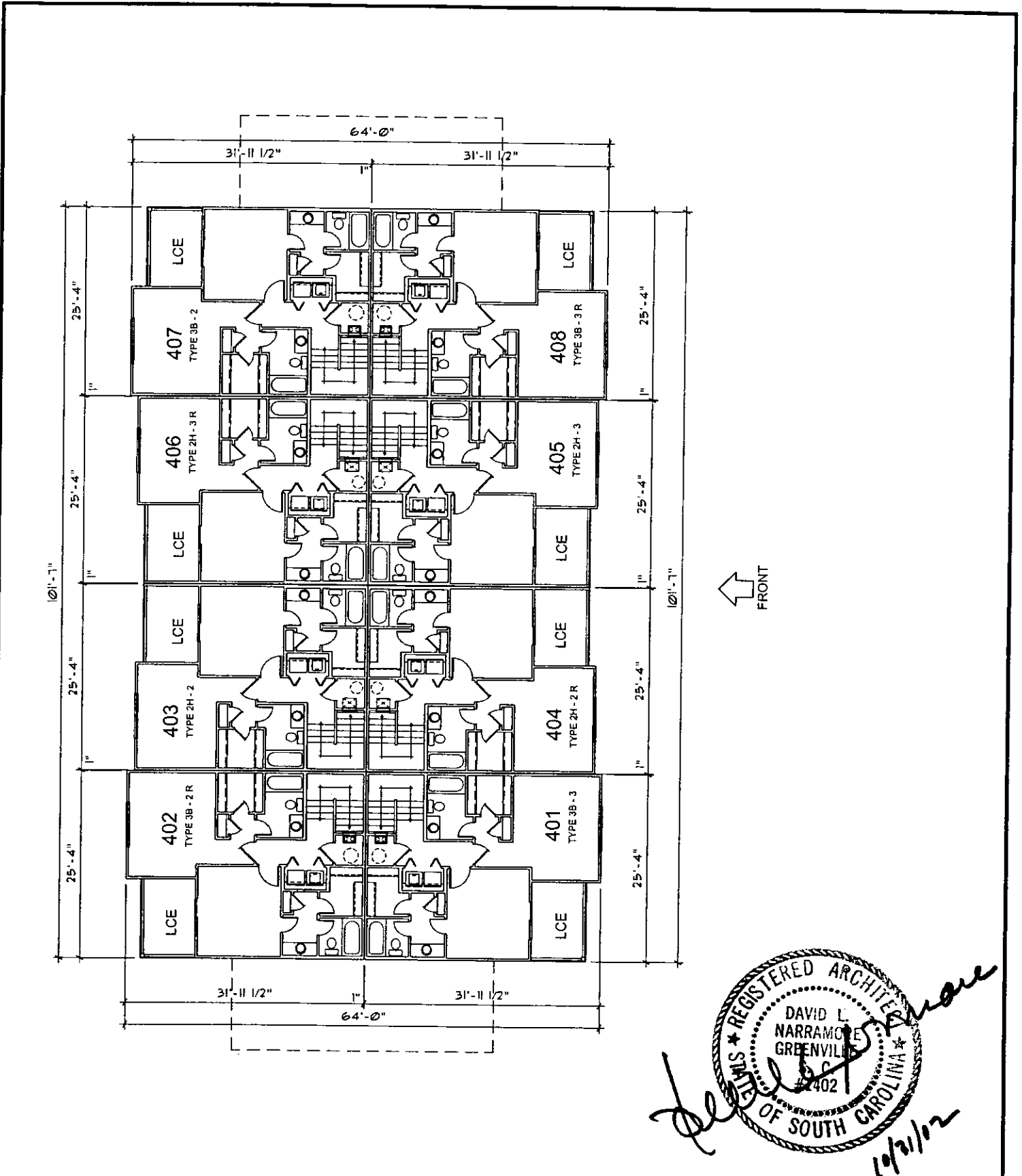
BUILDING AREA : ± 6,313 SF

BUILDING 4 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 12



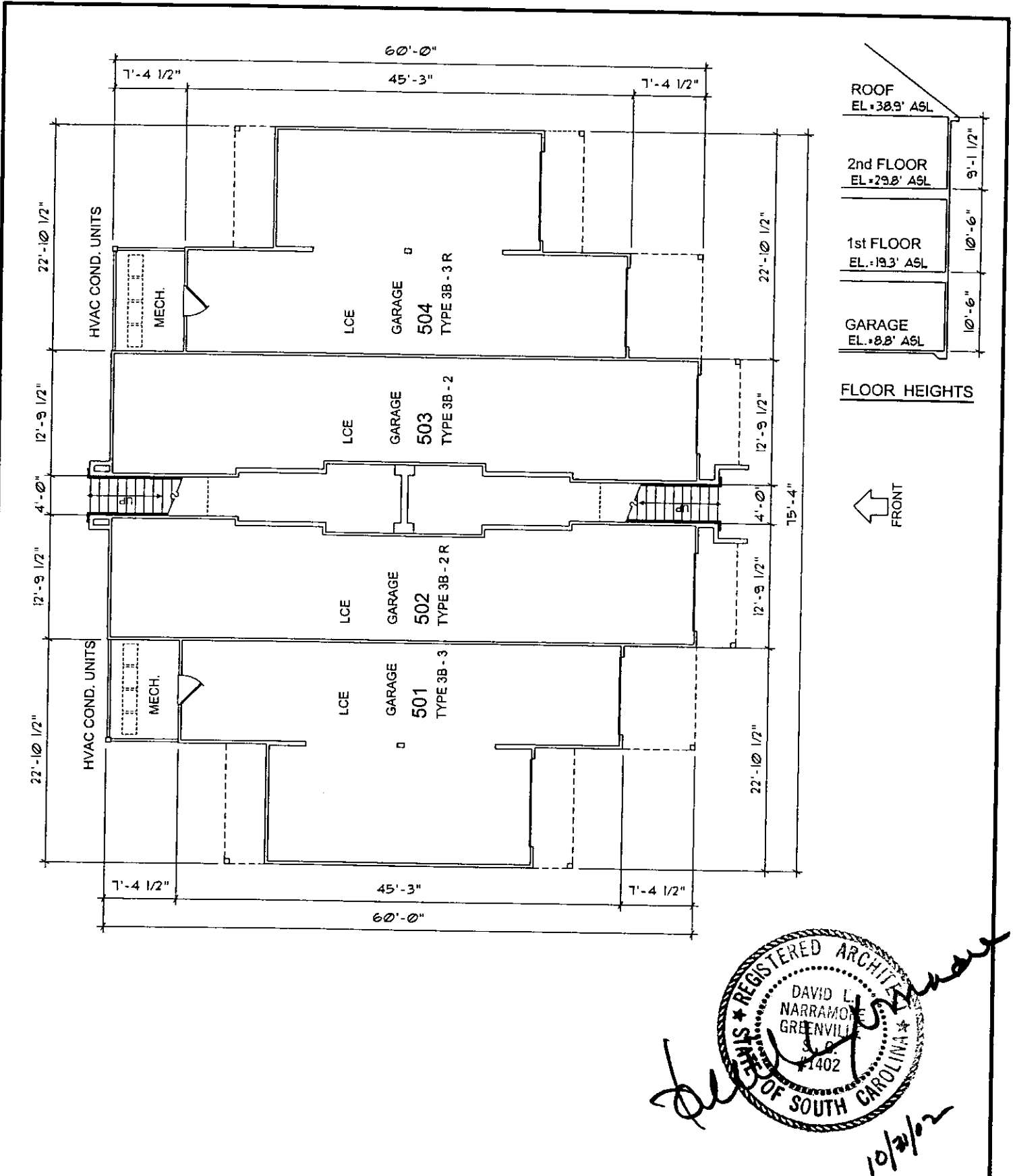
BUILDING AREA : ± 5,641 SF

BUILDING 4 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 13



ROOF	EL.+38.9' ASL	
2nd FLOOR	EL.+29.8' ASL	9'-1 1/2"
1st FLOOR	EL.+19.3' ASL	10'-6"
GARAGE	EL.+8.8' ASL	10'-6"

FLOOR HEIGHTS



David L. Narramore
 REGISTERED ARCHITECT
 DAVID L. NARRAMORE
 GREENVILLE
 S.C.
 #1402
 STATE OF SOUTH CAROLINA
 10/21/02

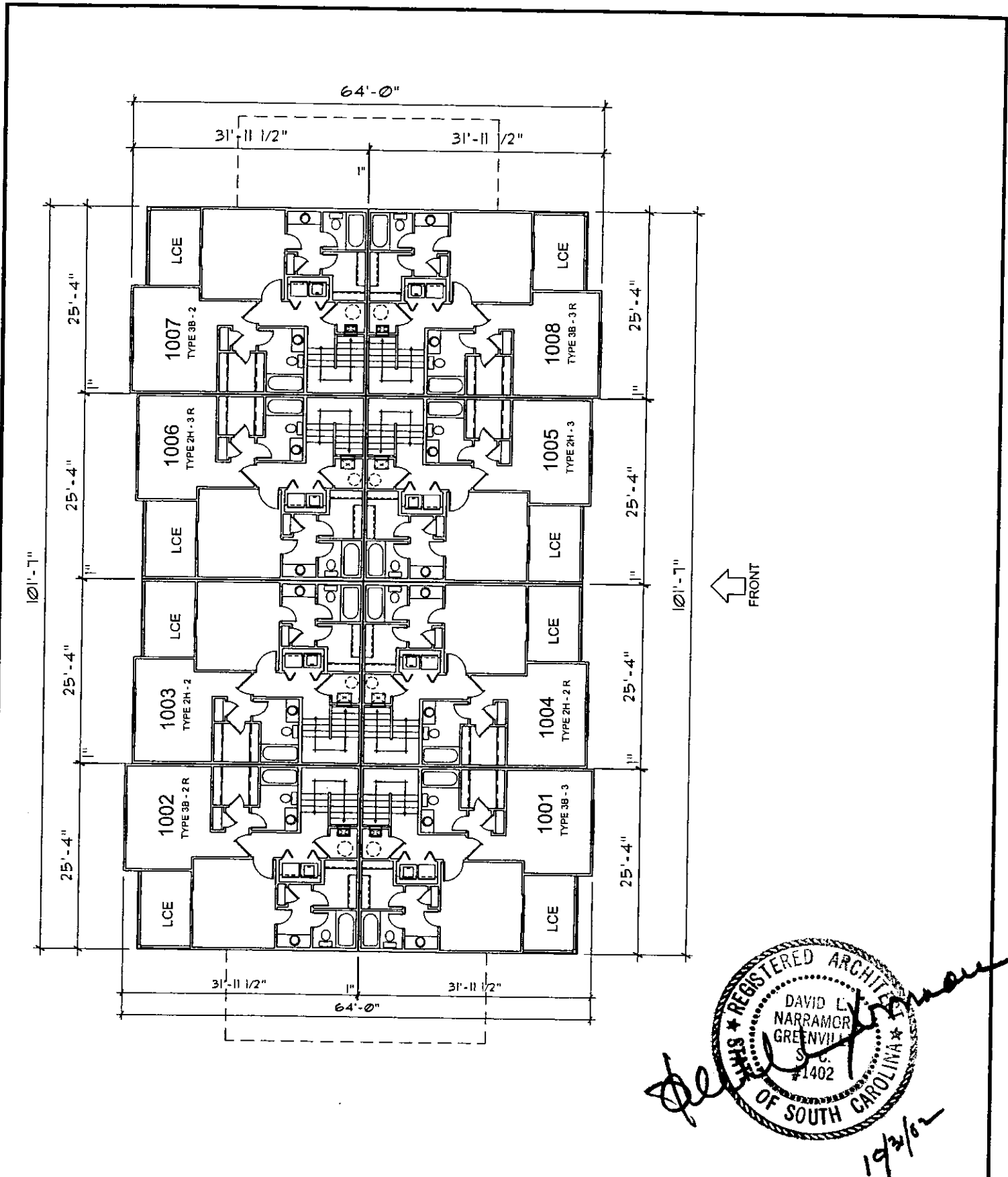
BUILDING AREA : ± 3,402 SF

BUILDING 5 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 14



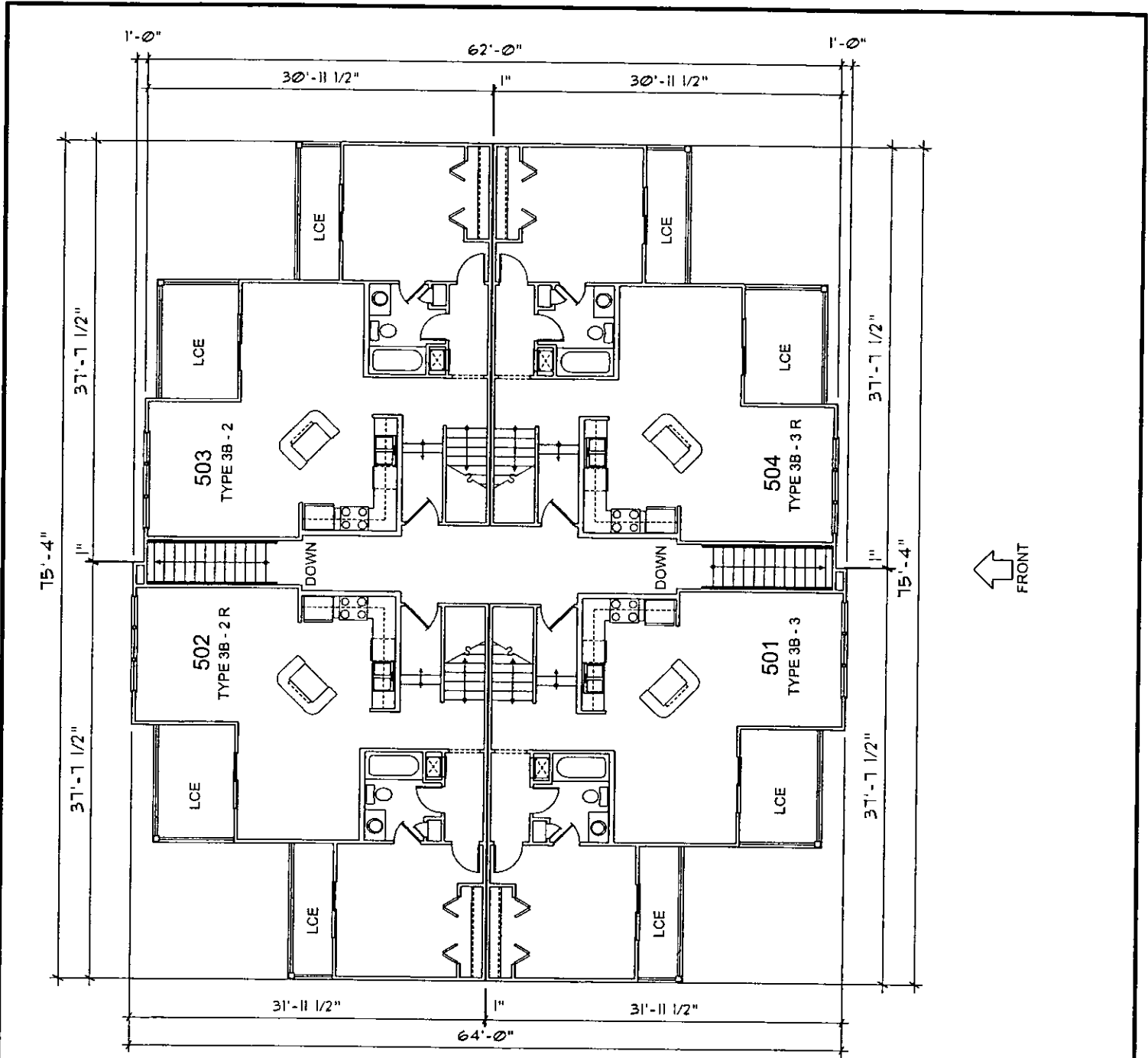
BUILDING AREA : ± 5,641 SF

BUILDING 10 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 34



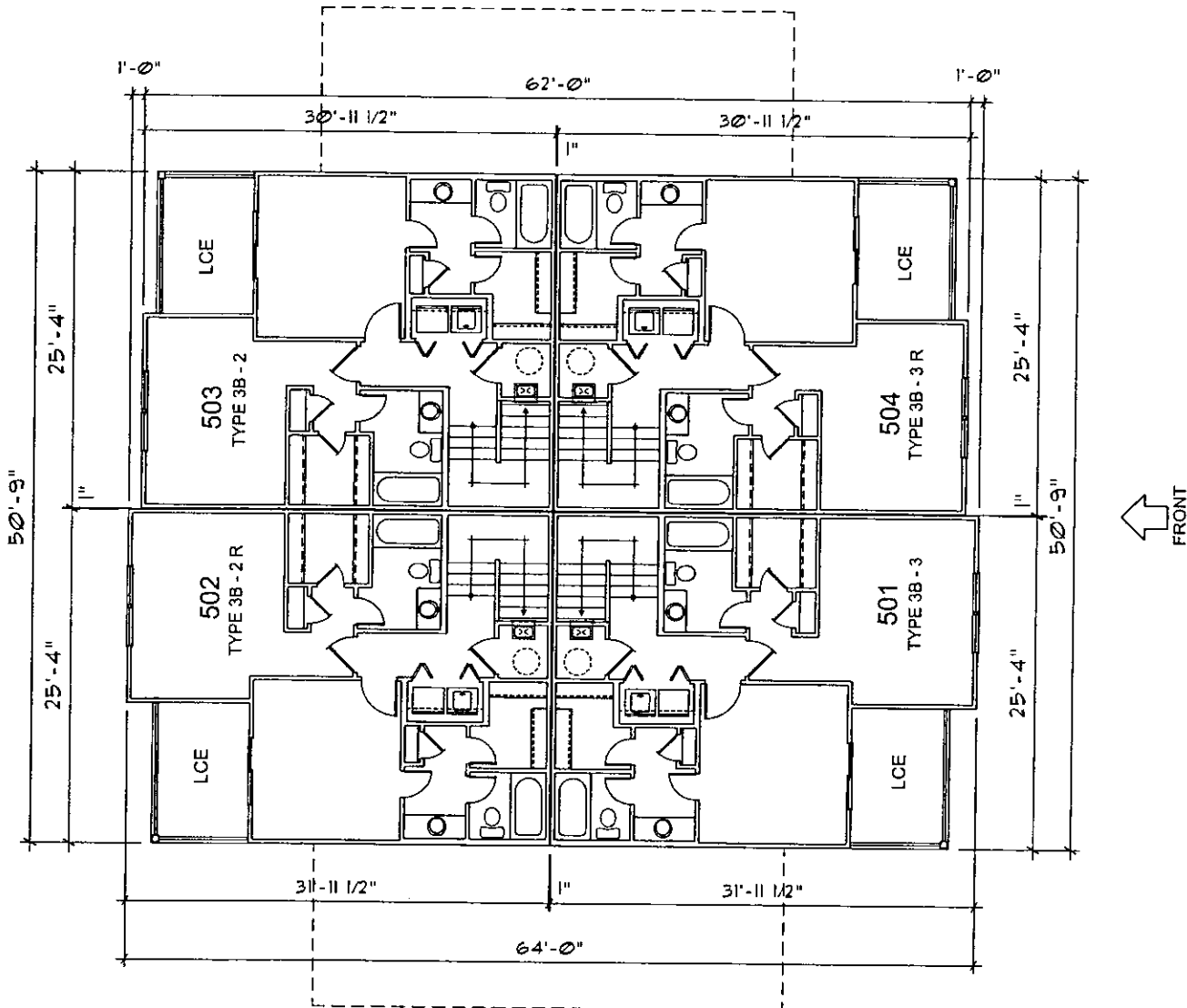
BUILDING AREA : ± 3,490 SF

BUILDING 5 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 15



David L. Narramore
 REGISTERED ARCHITECT
 DAVID L. NARRAMORE
 GREENVILLE
 S.C.
 #1402
 STATE OF SOUTH CAROLINA
 12/21/02

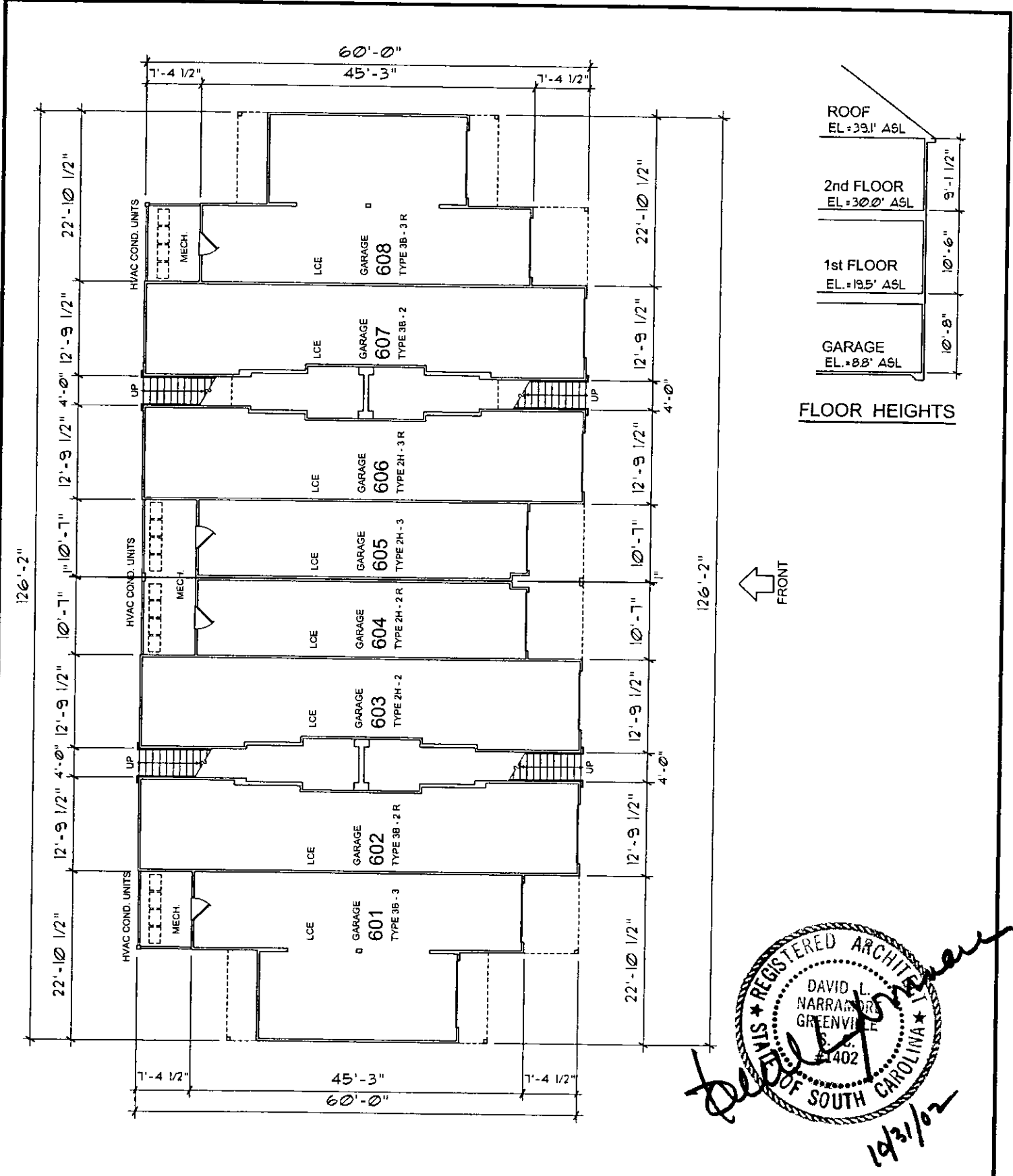
BUILDING AREA : ± 2,818 SF

BUILDING 5 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 16



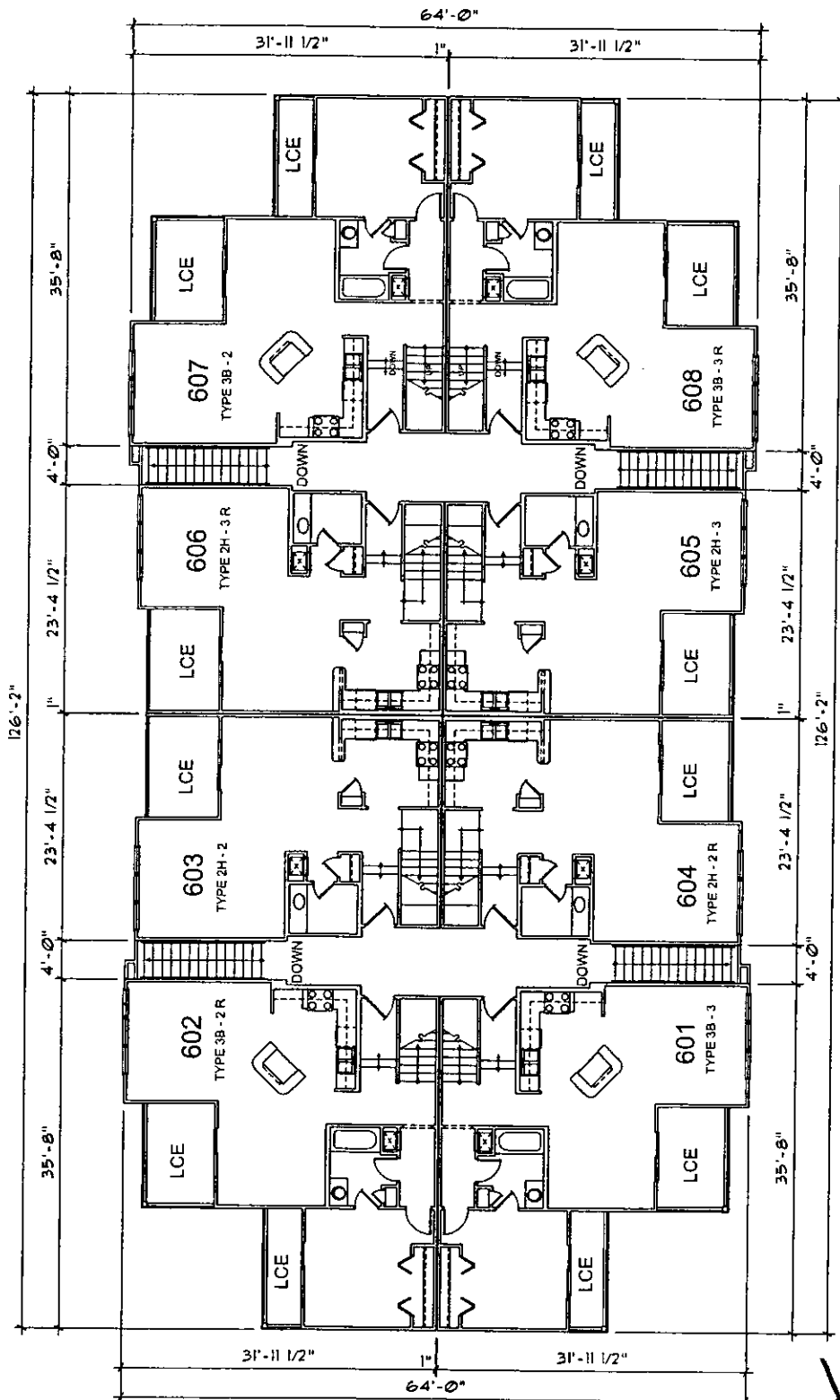
BUILDING AREA : ± 6,137 SF

BUILDING 6 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 17



FRONT

REGISTERED ARCHITECT
 DAVID NARRAMORE
 GREENVILLE
 1402
 STATE OF SOUTH CAROLINA
 1931/02

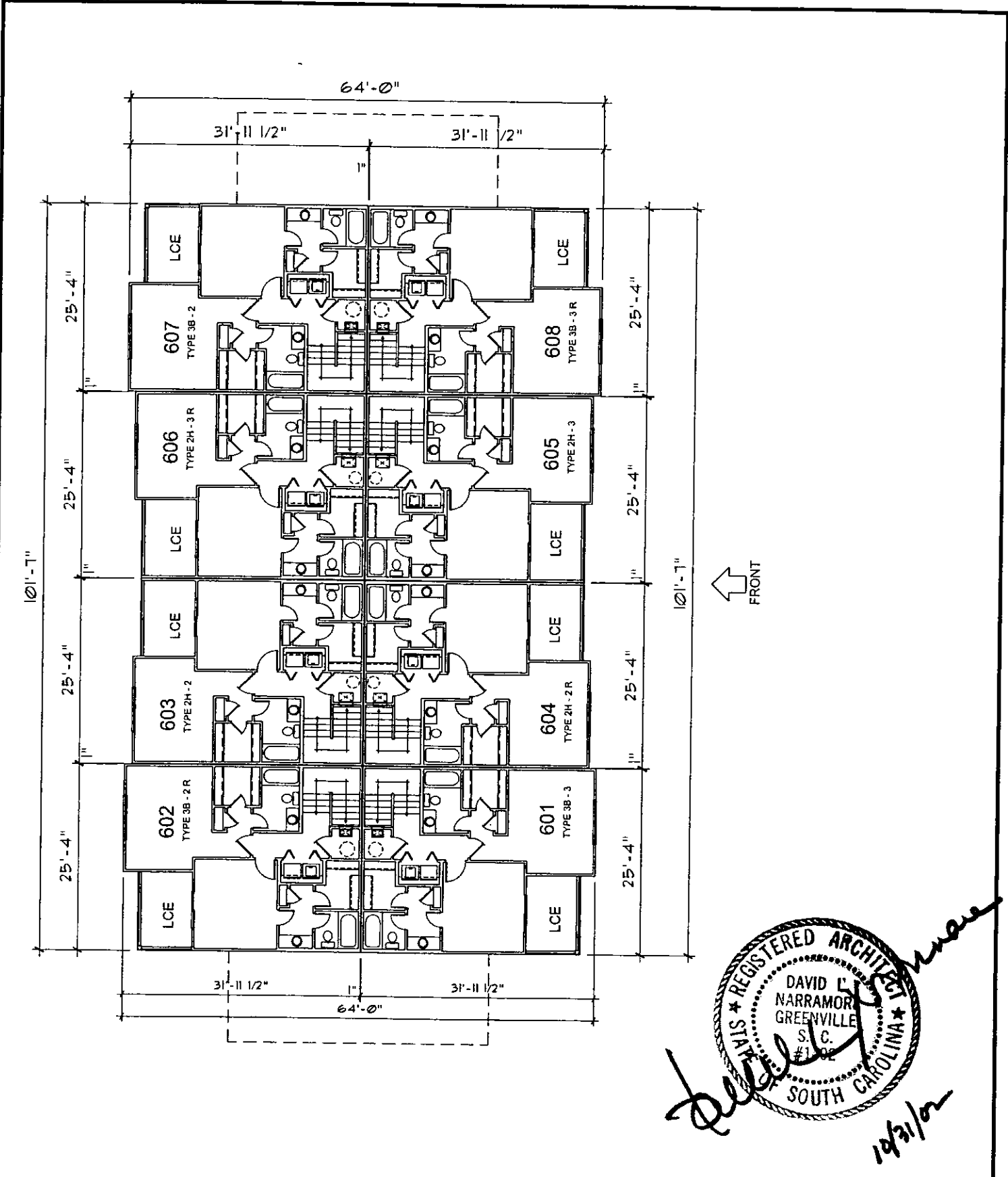
BUILDING AREA : ± 6,313 SF

BUILDING 6 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 18



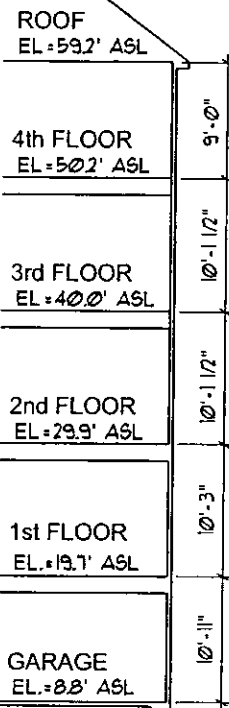
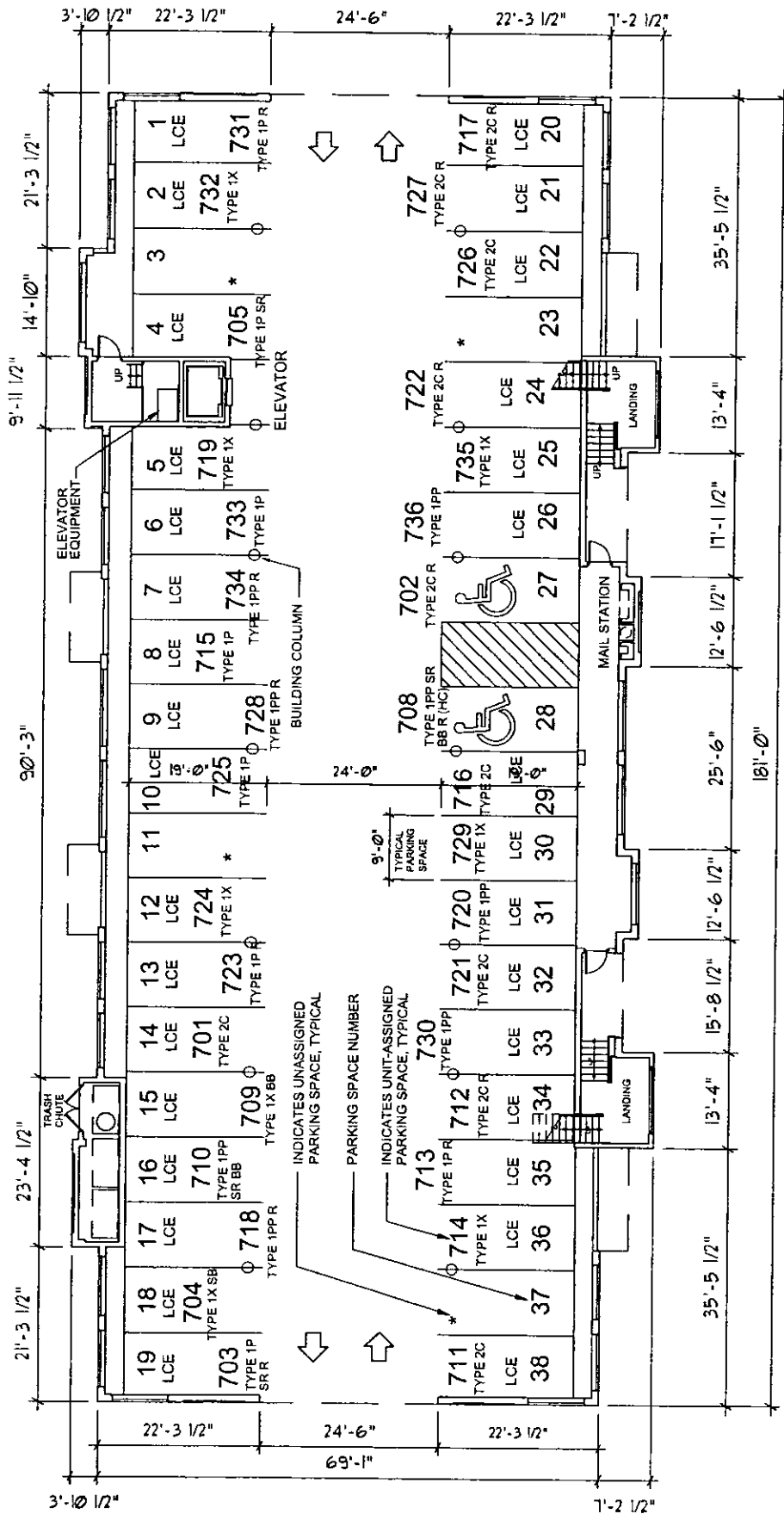
BUILDING AREA : ± 5,641 SF

BUILDING 6 - 2nd FLOOR PLAN

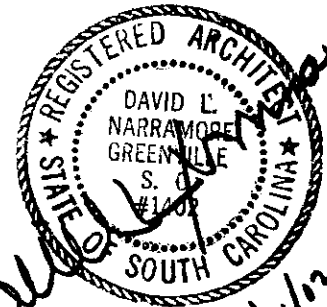
THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 19



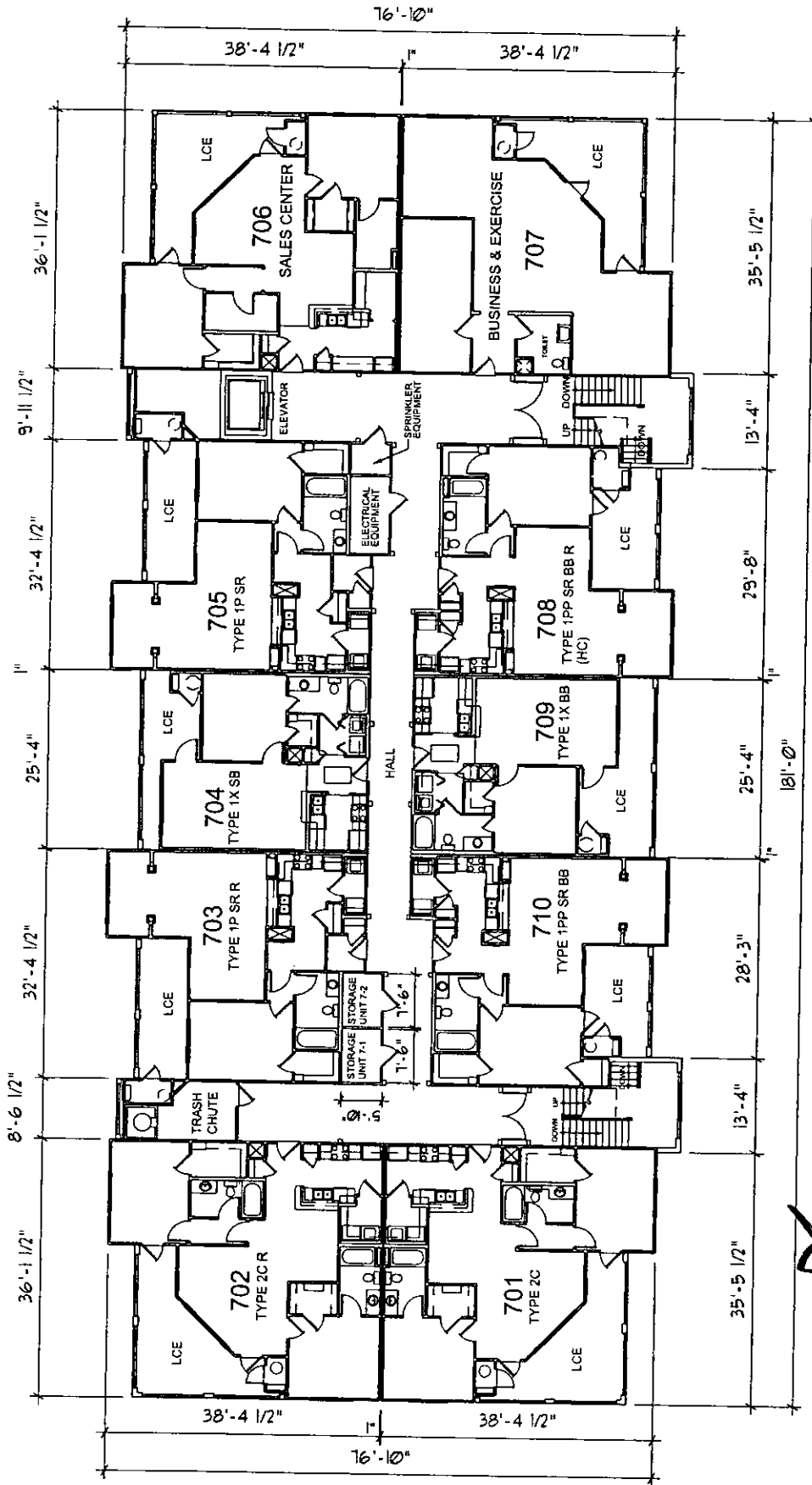
FLOOR HEIGHTS



FLOOR AREA : ± 13,111 SF

BUILDING 7 GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



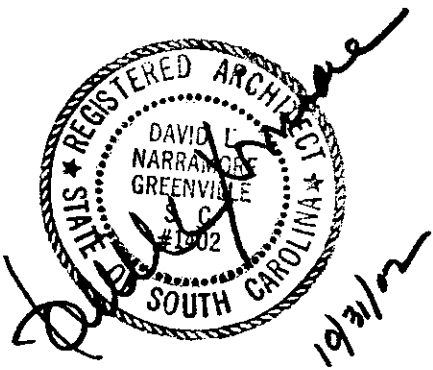
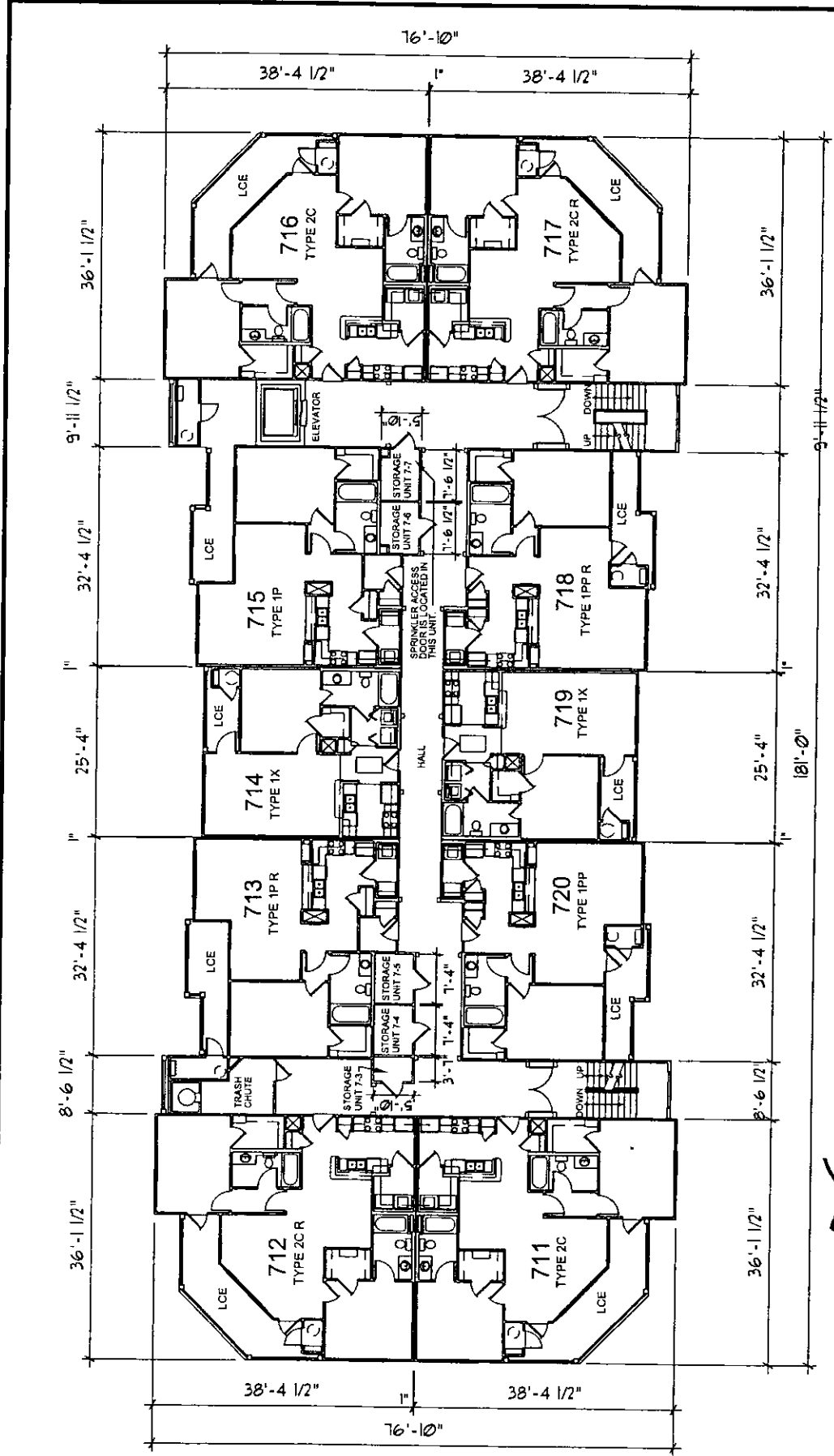
FLOOR AREA :
± 10,885 SF

BUILDING 7
1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

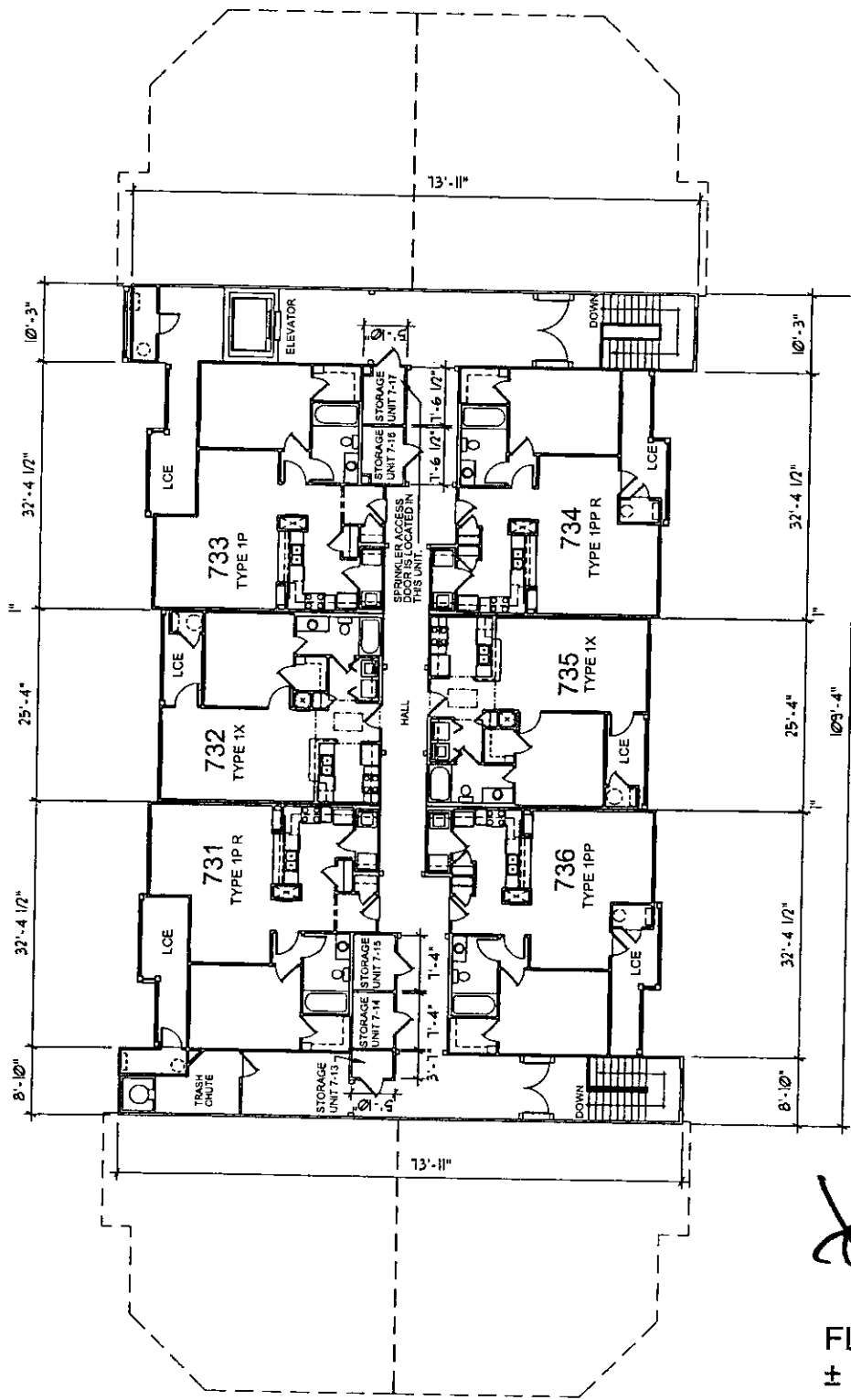
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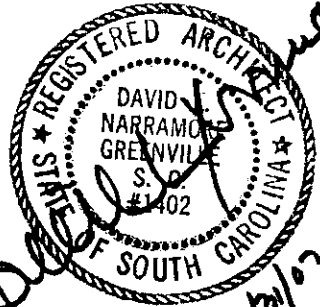
FLOOR AREA :
± 10,885 SF

**BUILDING 7
2nd FLOOR PLAN**

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREIN ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



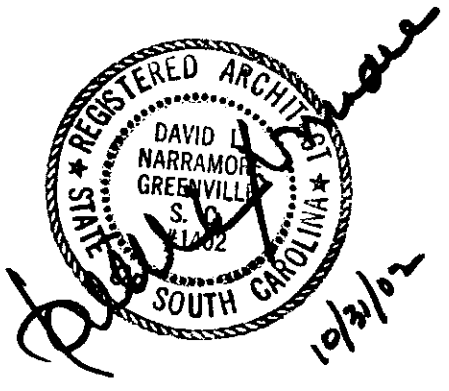
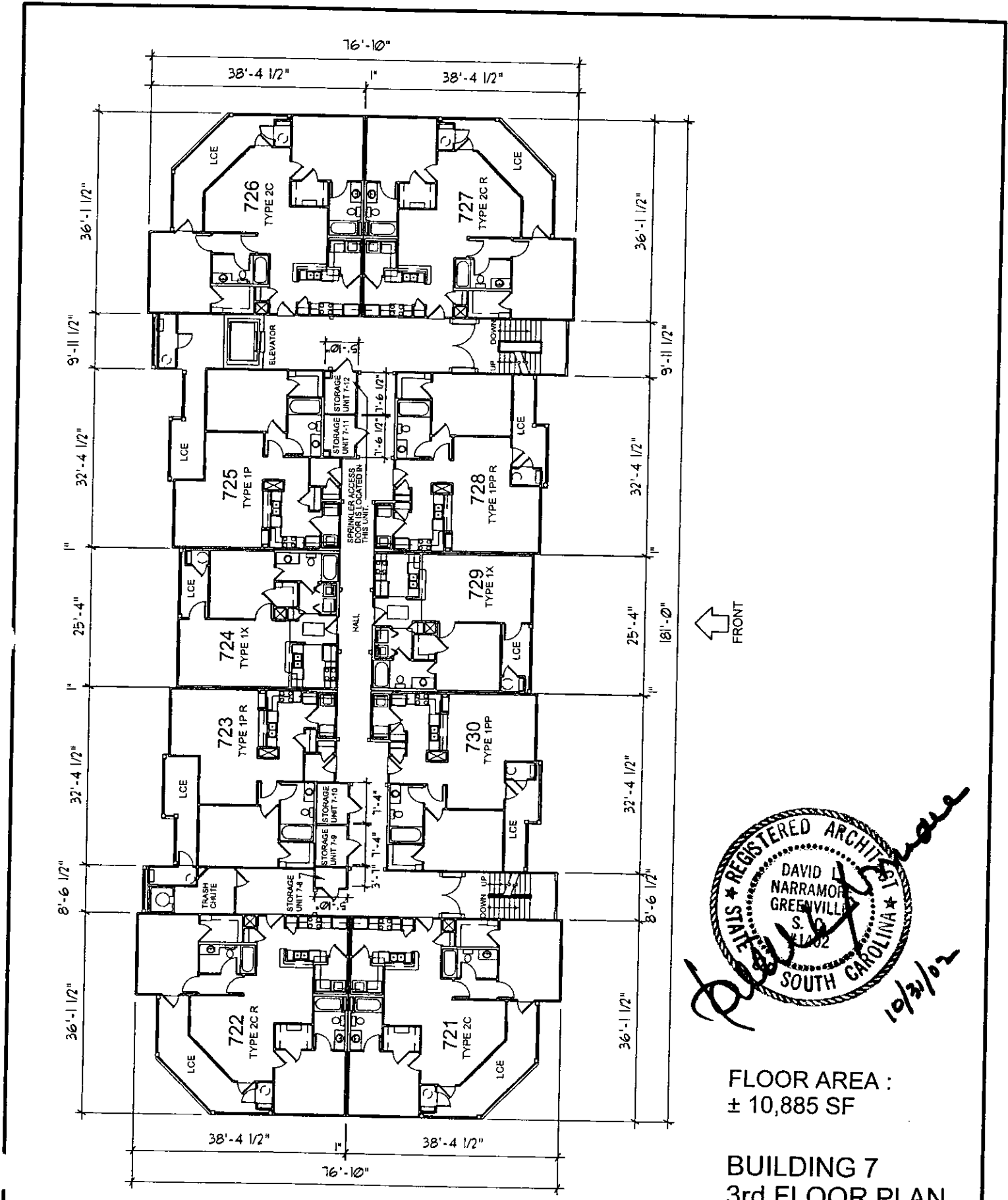
FRONT



FLOOR AREA :
± 6,710 SF

BUILDING 7
4th FLOOR PLAN

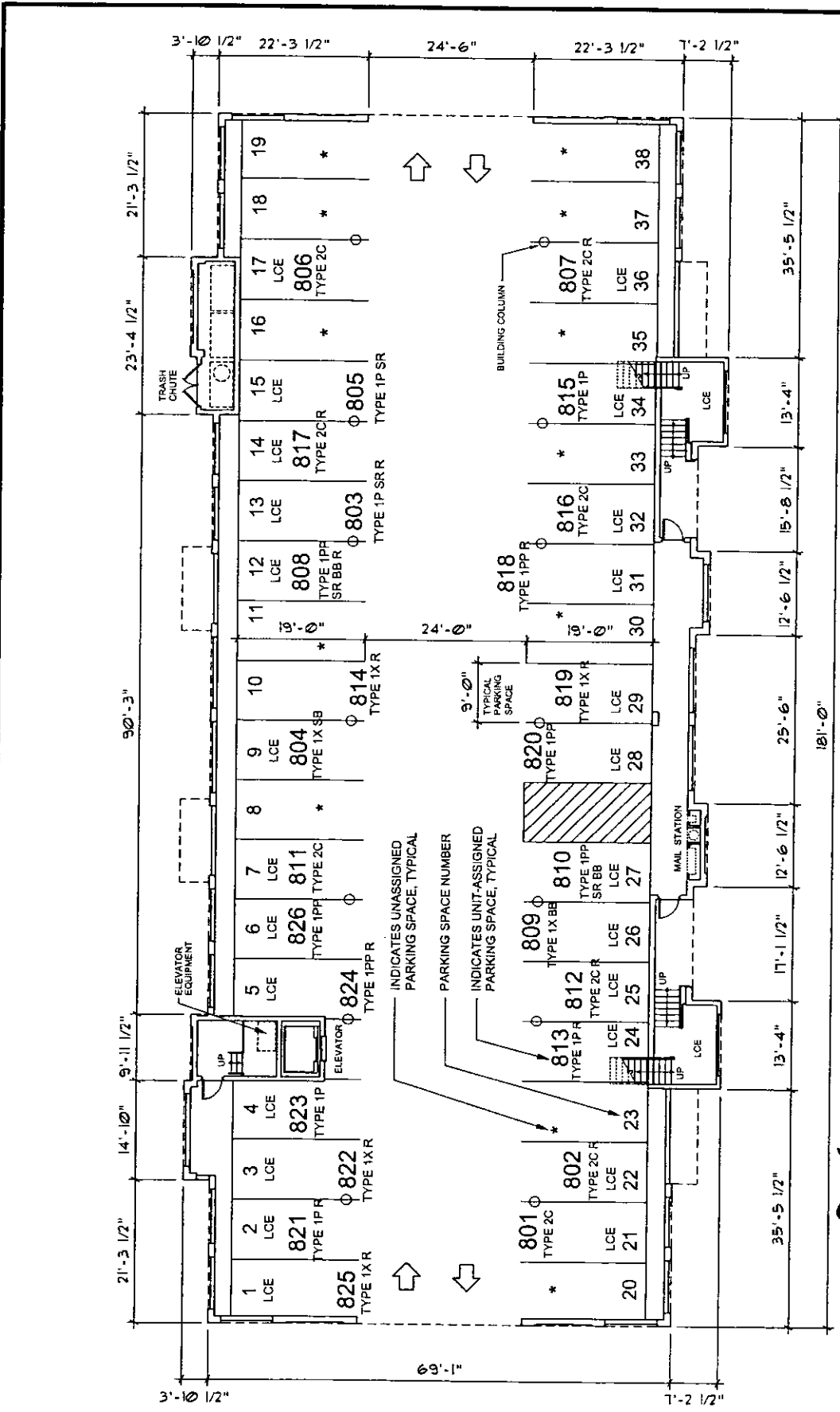
THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



FLOOR AREA :
± 10,885 SF

**BUILDING 7
3rd FLOOR PLAN**

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



ROOF	EL.=488' ASL	9'-1 1/2"
3rd FLOOR	EL.=399.7' ASL	10'-1 1/2"
2nd FLOOR	EL.=296' ASL	10'-3"
1st FLOOR	EL.=19.4' ASL	9'-11"
GARAGE	EL.=95' ASL	

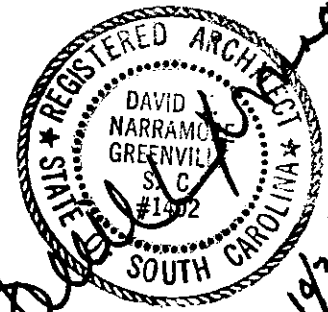
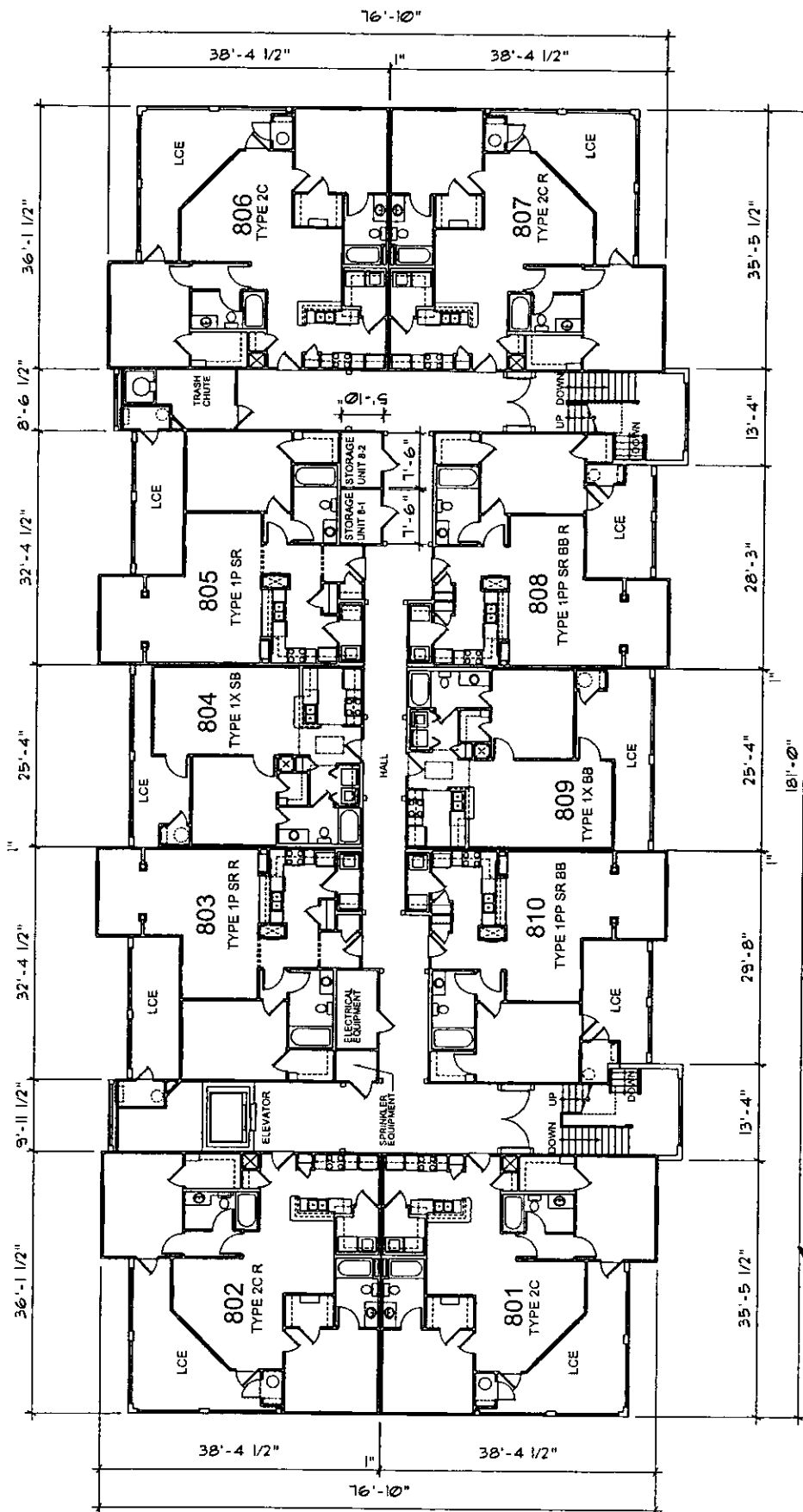
FLOOR HEIGHTS



FLOOR AREA :
± 13,111 SF

**BUILDING 8
PARKING PLAN**

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



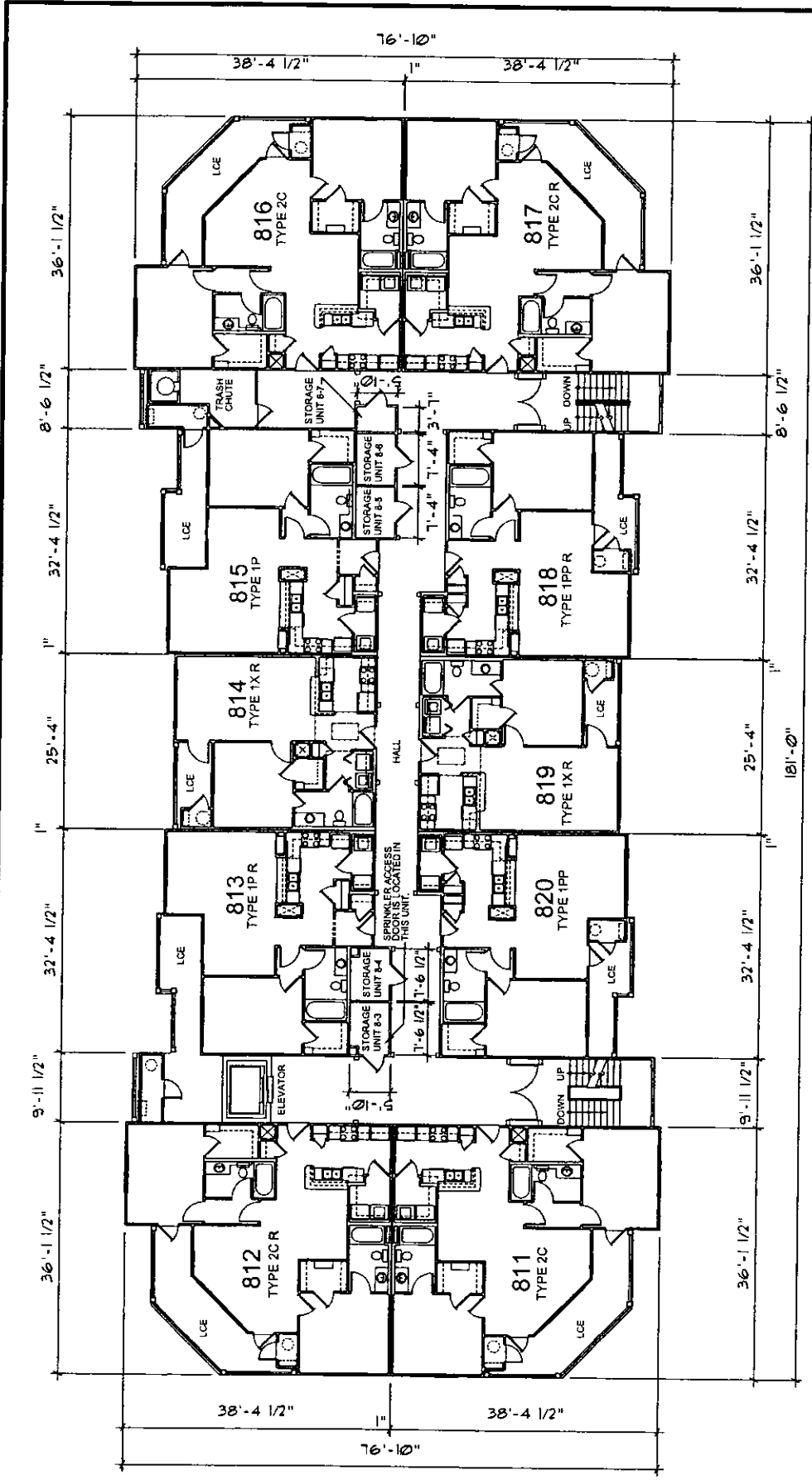
FLOOR AREA :
± 10,885 SF

BUILDING 8
1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO
26



David L. Narramore
 REGISTERED ARCHITECT
 DAVID L. NARRAMORE
 GREENVILLE
 S.C.
 #3402
 SOUTH CAROLINA
 10/21/02

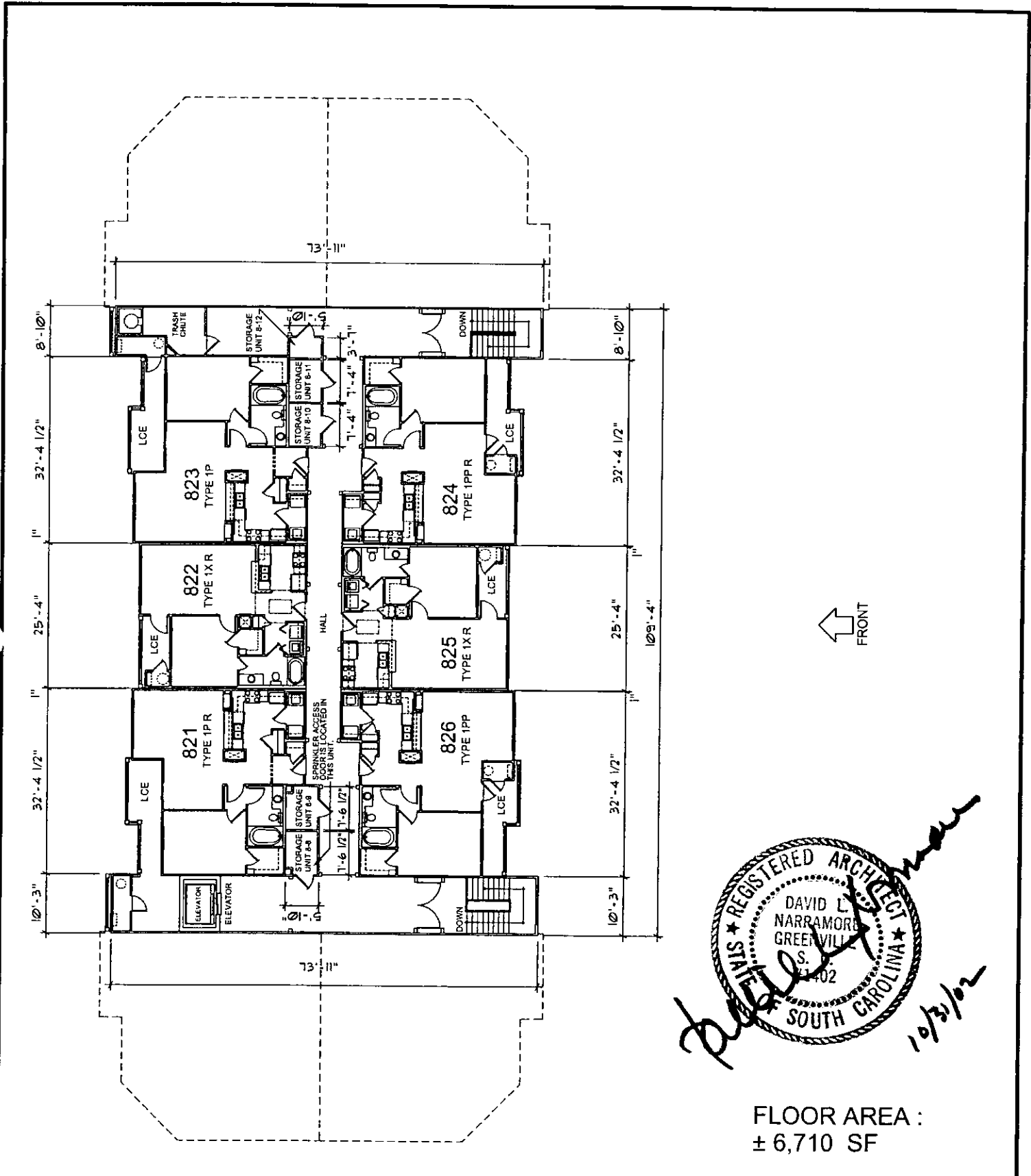
FLOOR AREA :
 ± 10,885 SF

BUILDING 8
 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 27



David L. Narramore
 REGISTERED ARCHITECT
 DAVID L. NARRAMORE
 GREENVILLE
 S.C. 29602
 SOUTH CAROLINA
 10/31/02

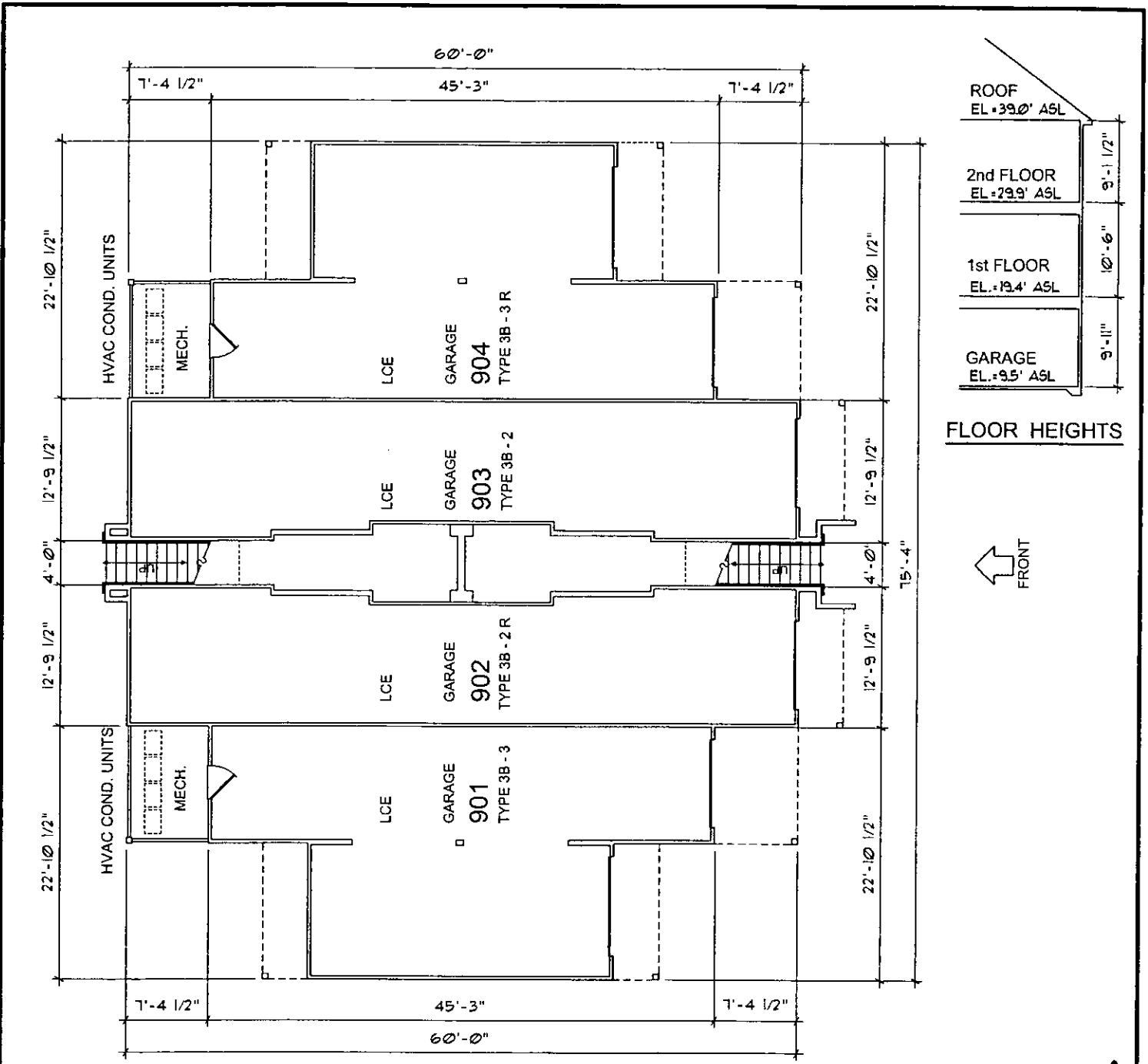
FLOOR AREA :
 ± 6,710 SF

BUILDING 8
 3rd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 28



ROOF	EL. +39.0' ASL	9'-1 1/2"
2nd FLOOR	EL. +29.9' ASL	10'-6"
1st FLOOR	EL. +19.4' ASL	9'-11"
GARAGE	EL. +9.5' ASL	

FLOOR HEIGHTS



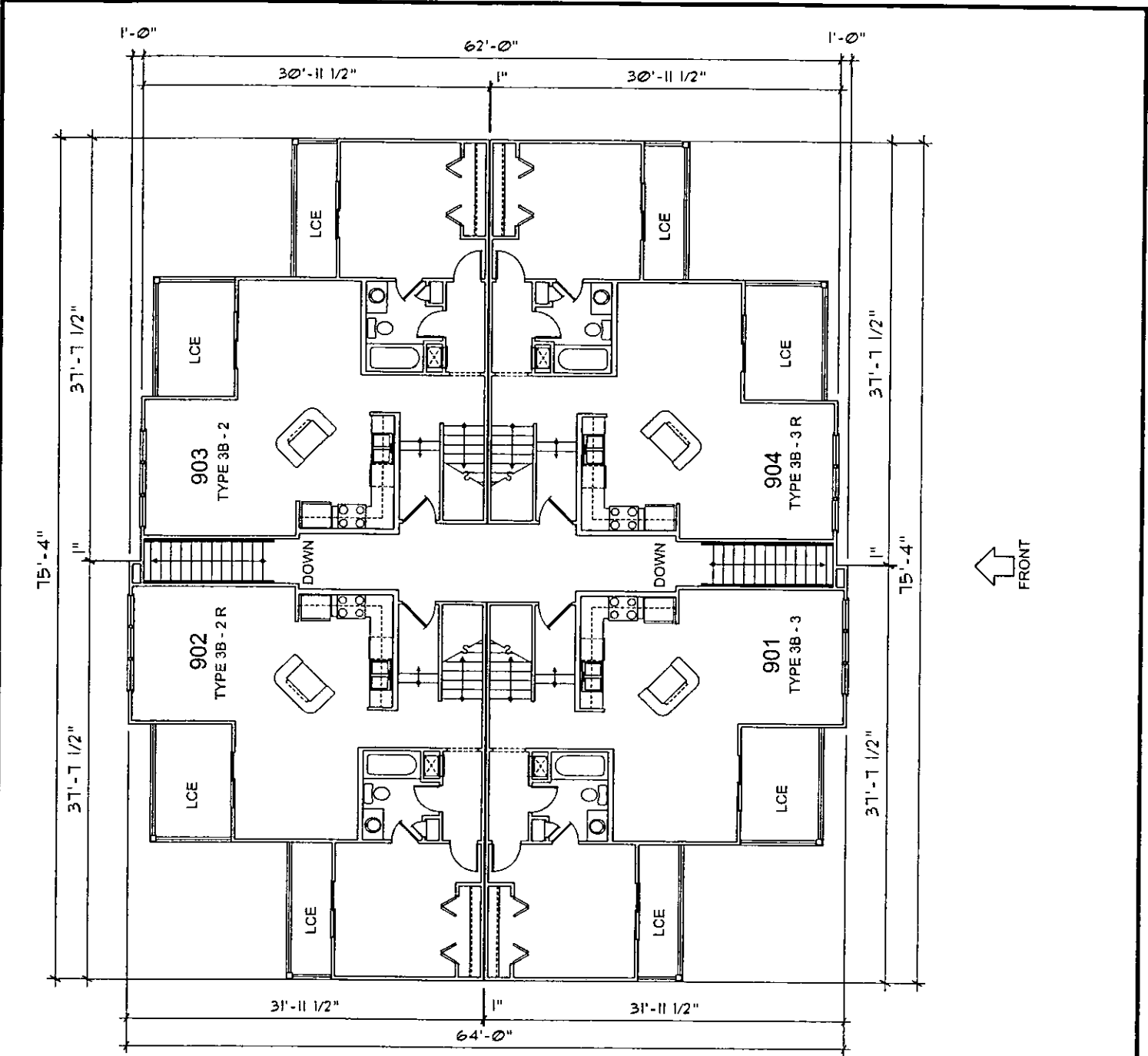
BUILDING AREA : ± 3,402 SF

BUILDING 9 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 29



DAVID L. NARRAMORE
 GREENVILLE, S.C.
 1402
 1/31/02

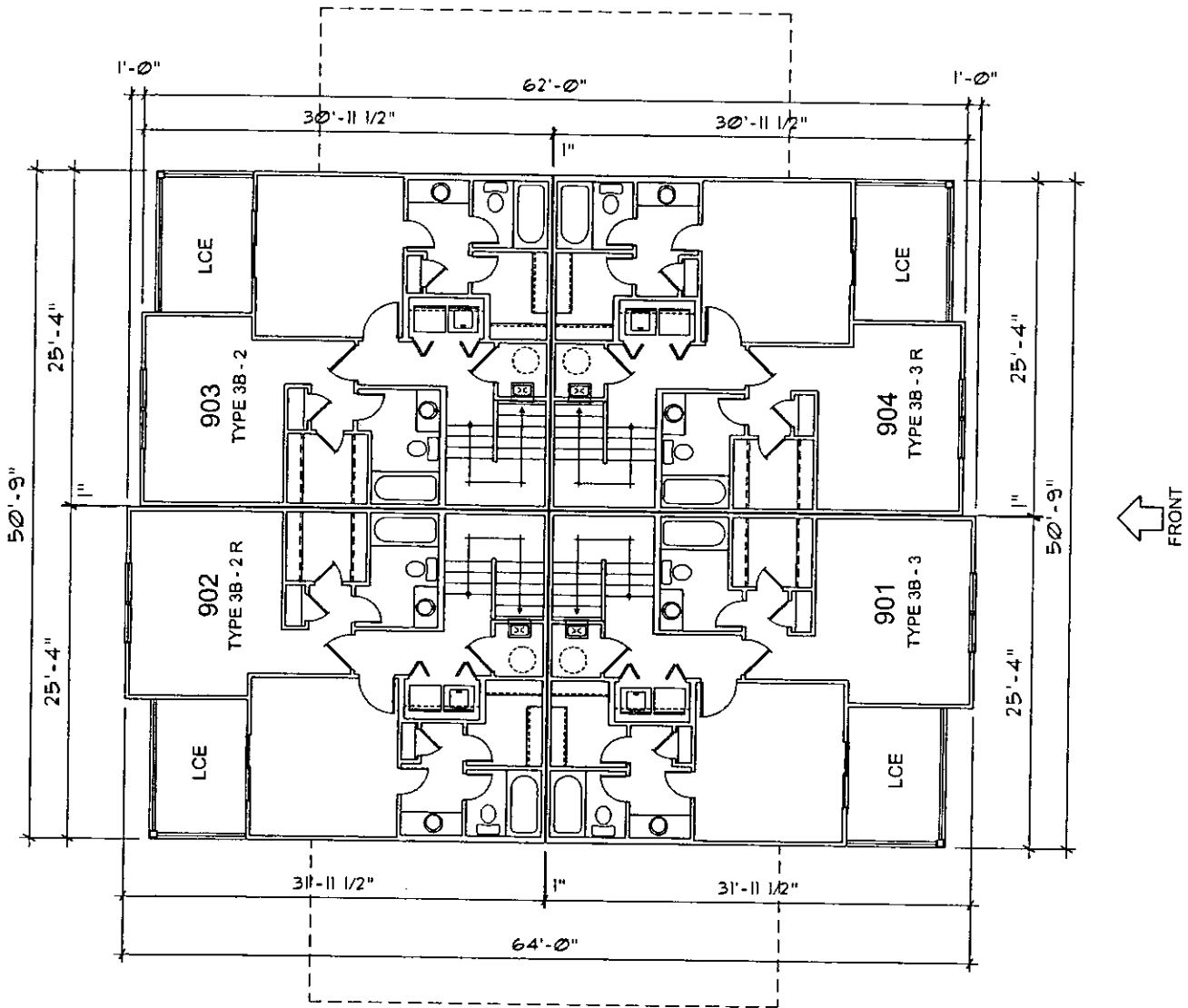
BUILDING AREA : ± 3,490 SF

BUILDING 9 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 30



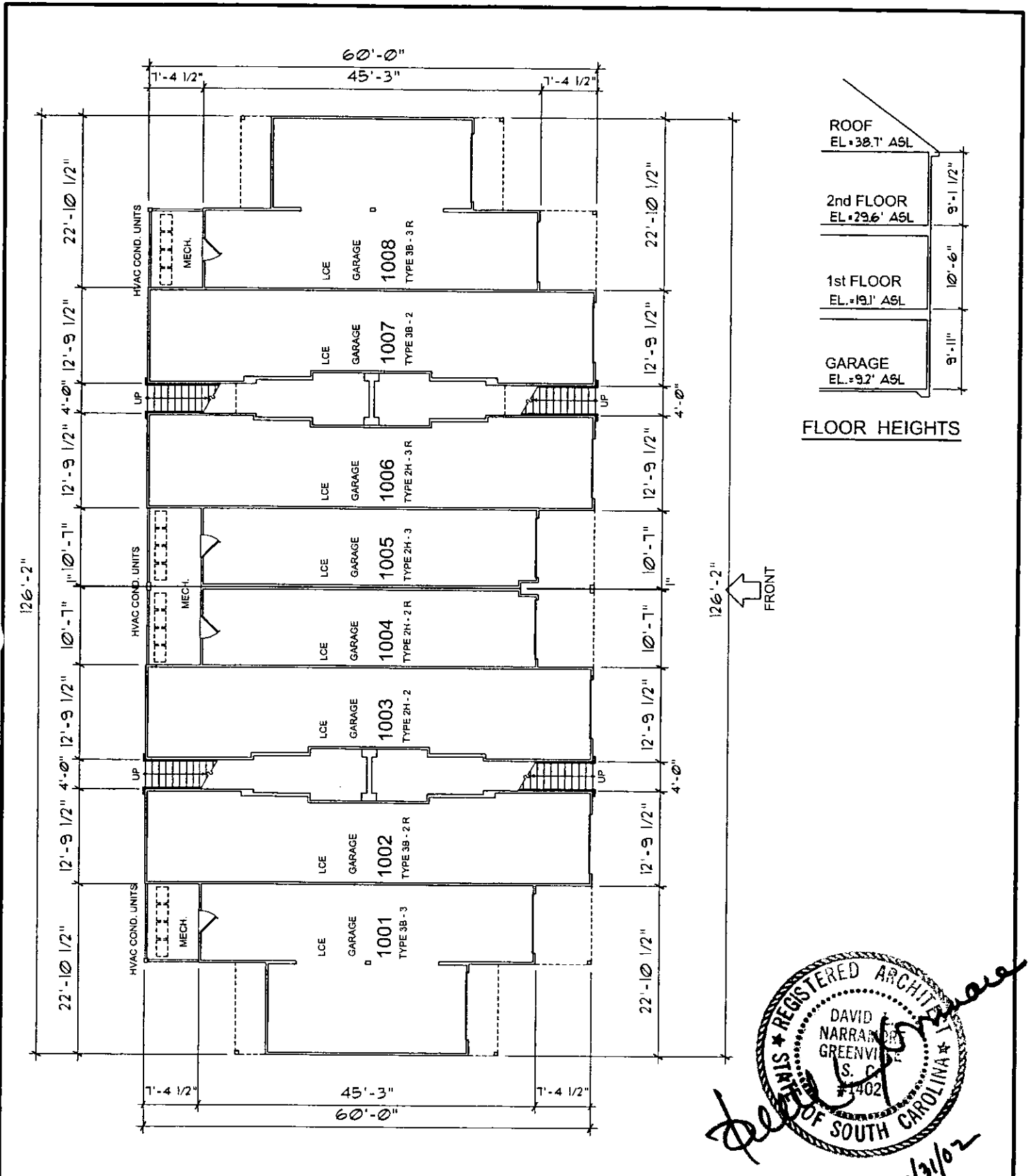
DAVID L. NARRAMON
 GREENVILLE
 1402
 REGISTERED ARCHITECT
 STATE OF SOUTH CAROLINA
David L. Narramon
 10/31/02

BUILDING AREA : ± 2,818 SF BUILDING 9 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

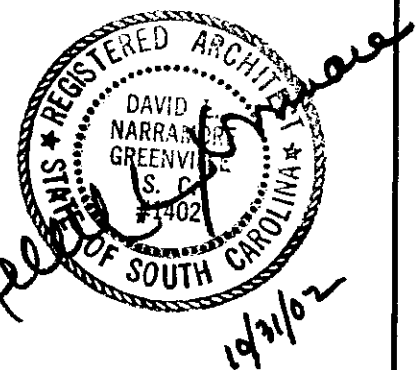
SHEET NO 31



FLOOR HEIGHTS

ROOF	EL. +38.1' ASL
2nd FLOOR	EL. +29.6' ASL
1st FLOOR	EL. +19.1' ASL
GARAGE	EL. +9.2' ASL

Vertical dimensions between levels: 9'-1 1/2" (Roof to 2nd Floor), 10'-6" (2nd Floor to 1st Floor), 9'-11" (1st Floor to Garage).



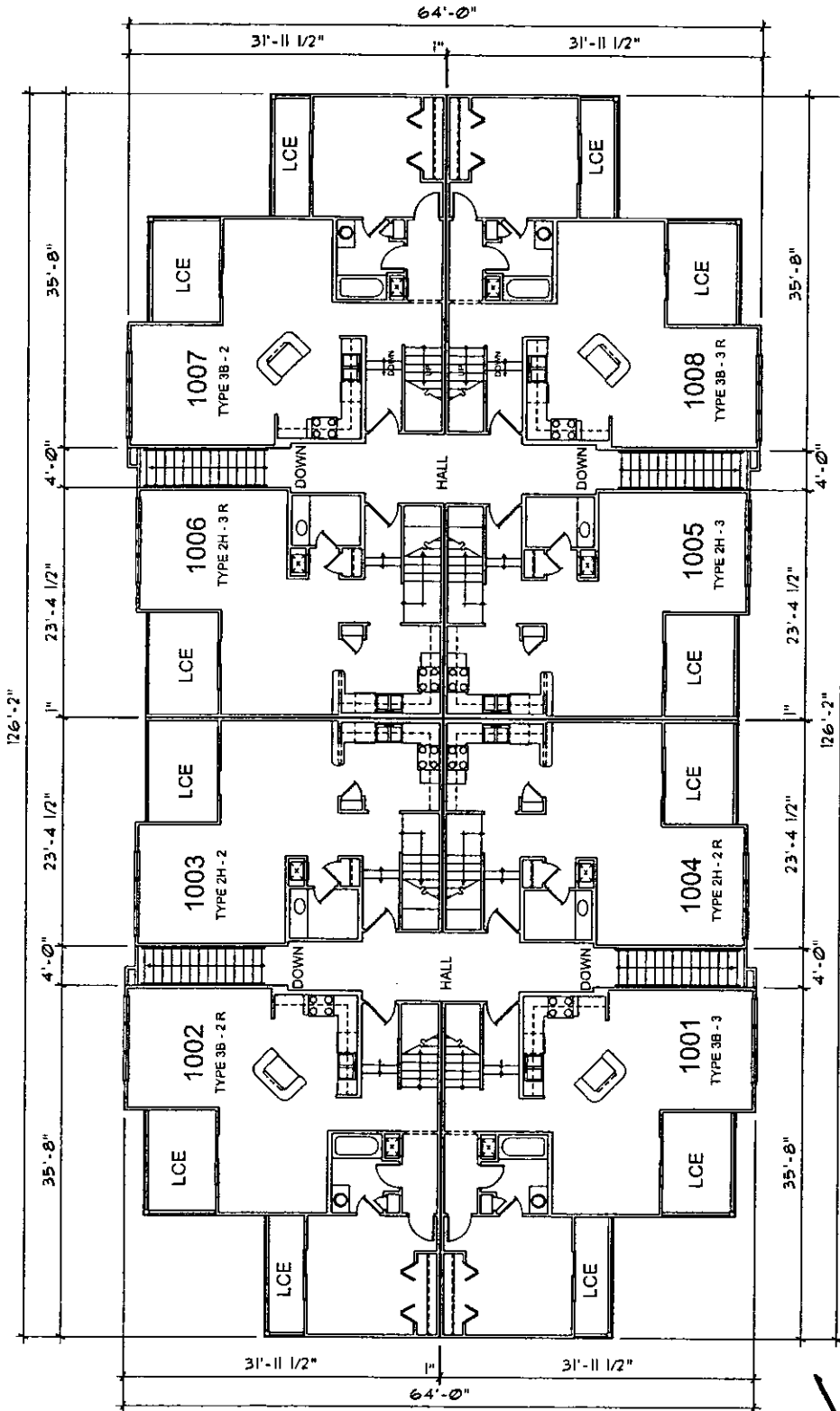
BUILDING AREA : ± 6,137 SF

BUILDING 10 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 32



[Handwritten signature]
 REGISTERED ARCHITECT
 DAVID NARRAMON
 GREENVILLE
 S.C.
 #1402
 STATE OF SOUTH CAROLINA
10/3/02

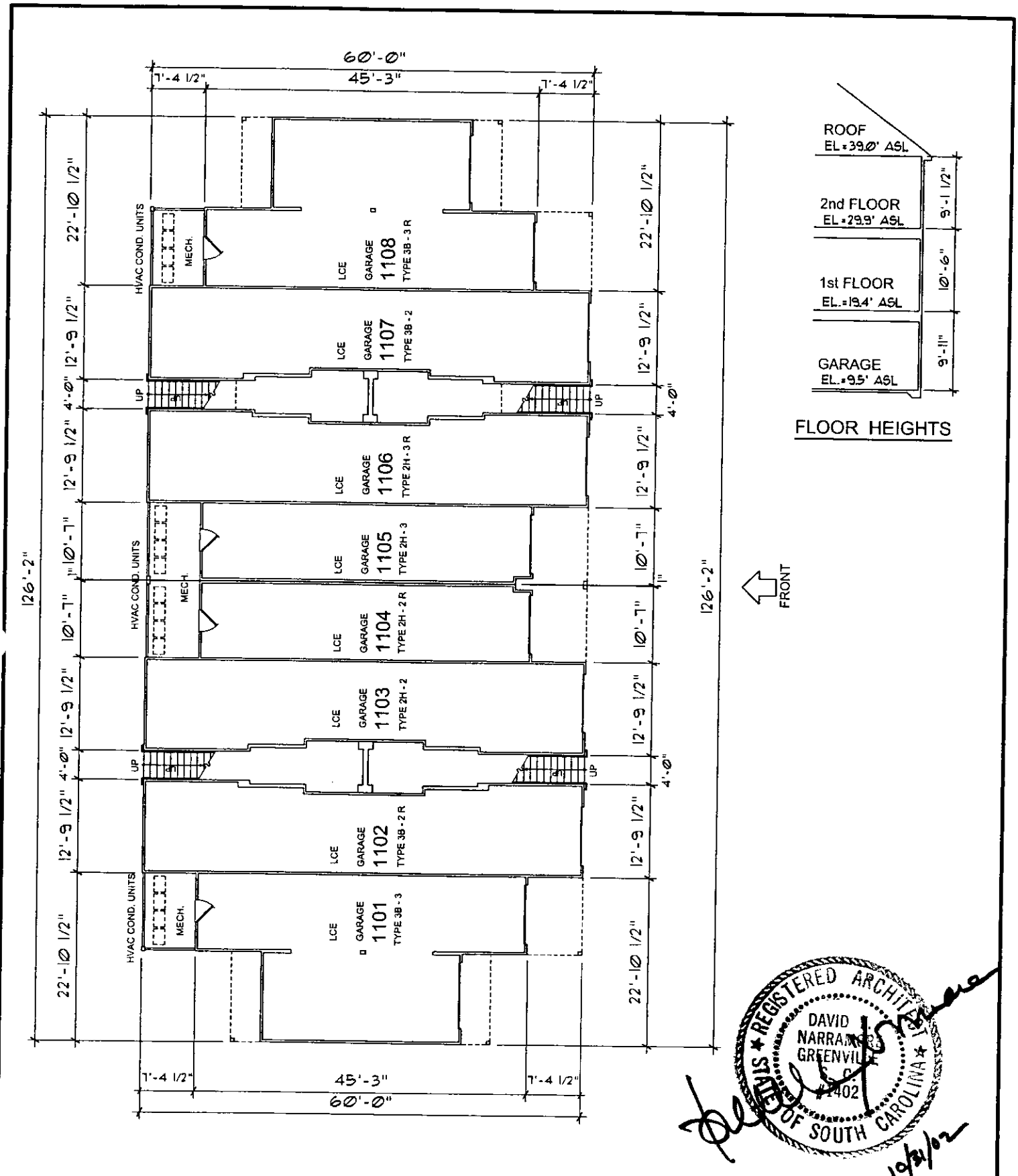
BUILDING AREA : ± 6,313 SF

BUILDING 10 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 33



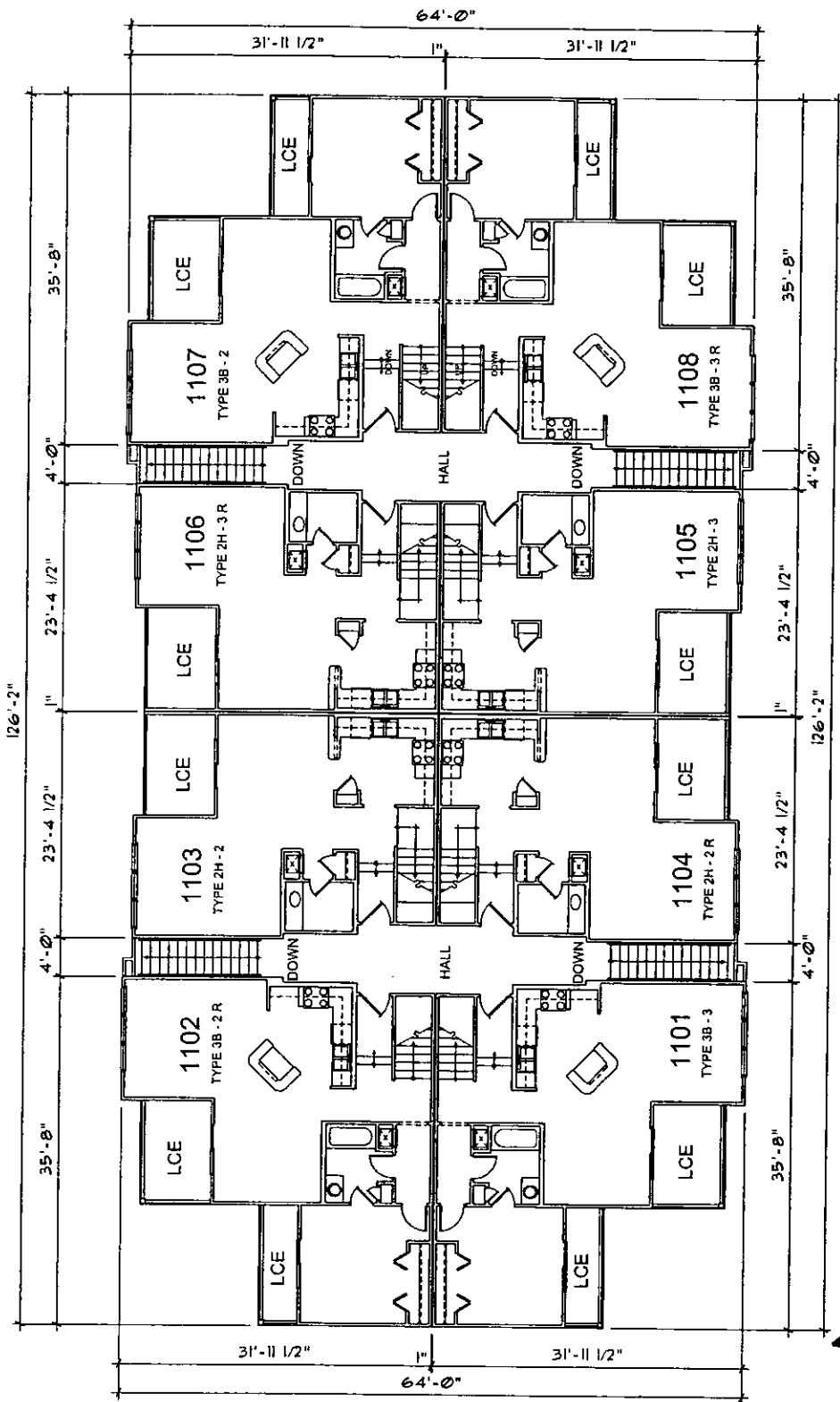
BUILDING AREA : ± 6,137 SF

BUILDING 11 - GARAGES

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 35



REGISTERED ARCHITECT
 DAVID NARRAM
 GREENVILLE
 S.C.
 #1402
 STATE OF SOUTH CAROLINA
 10/21/02

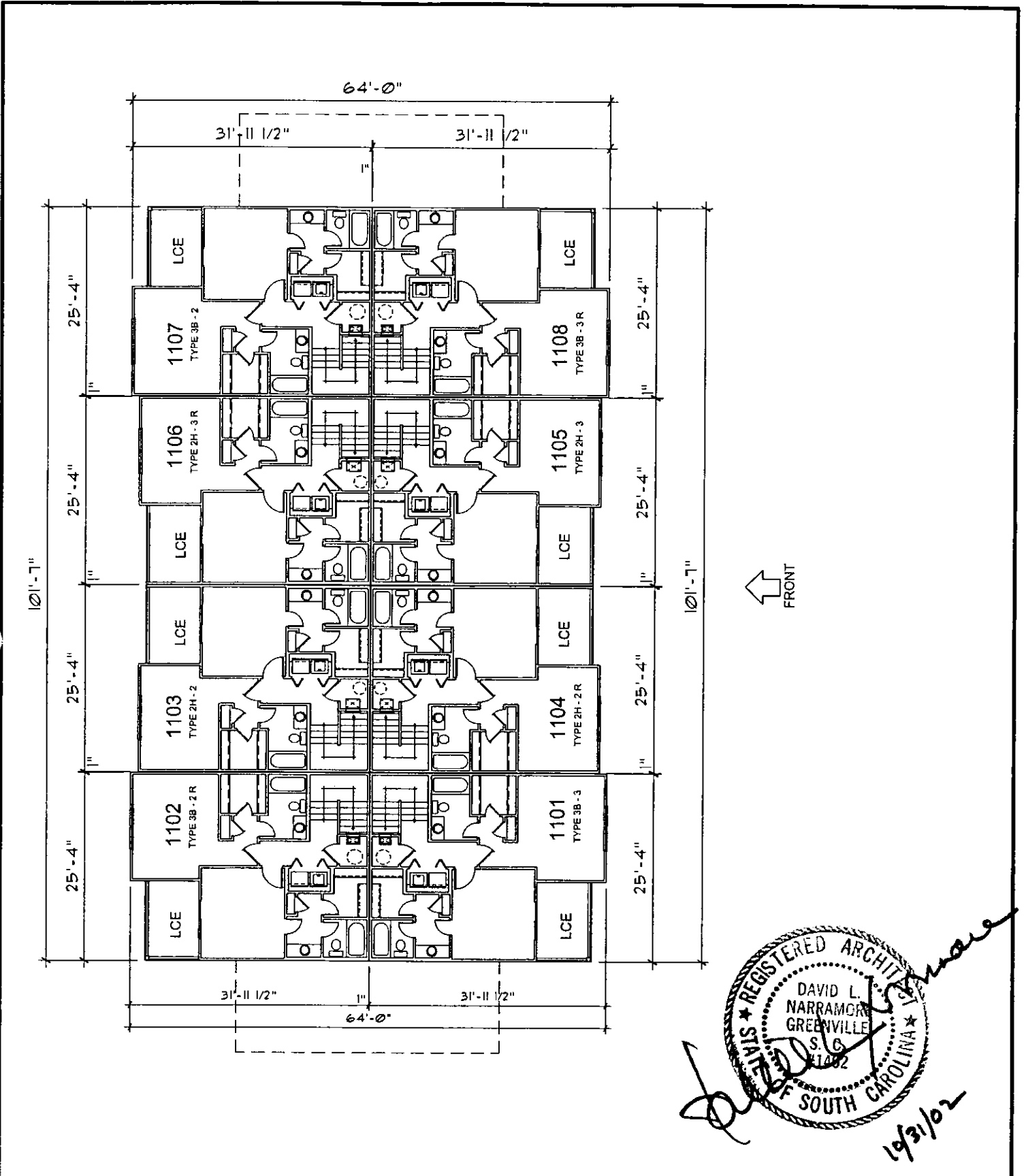
BUILDING AREA : ± 6,313 SF

BUILDING 11 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 36



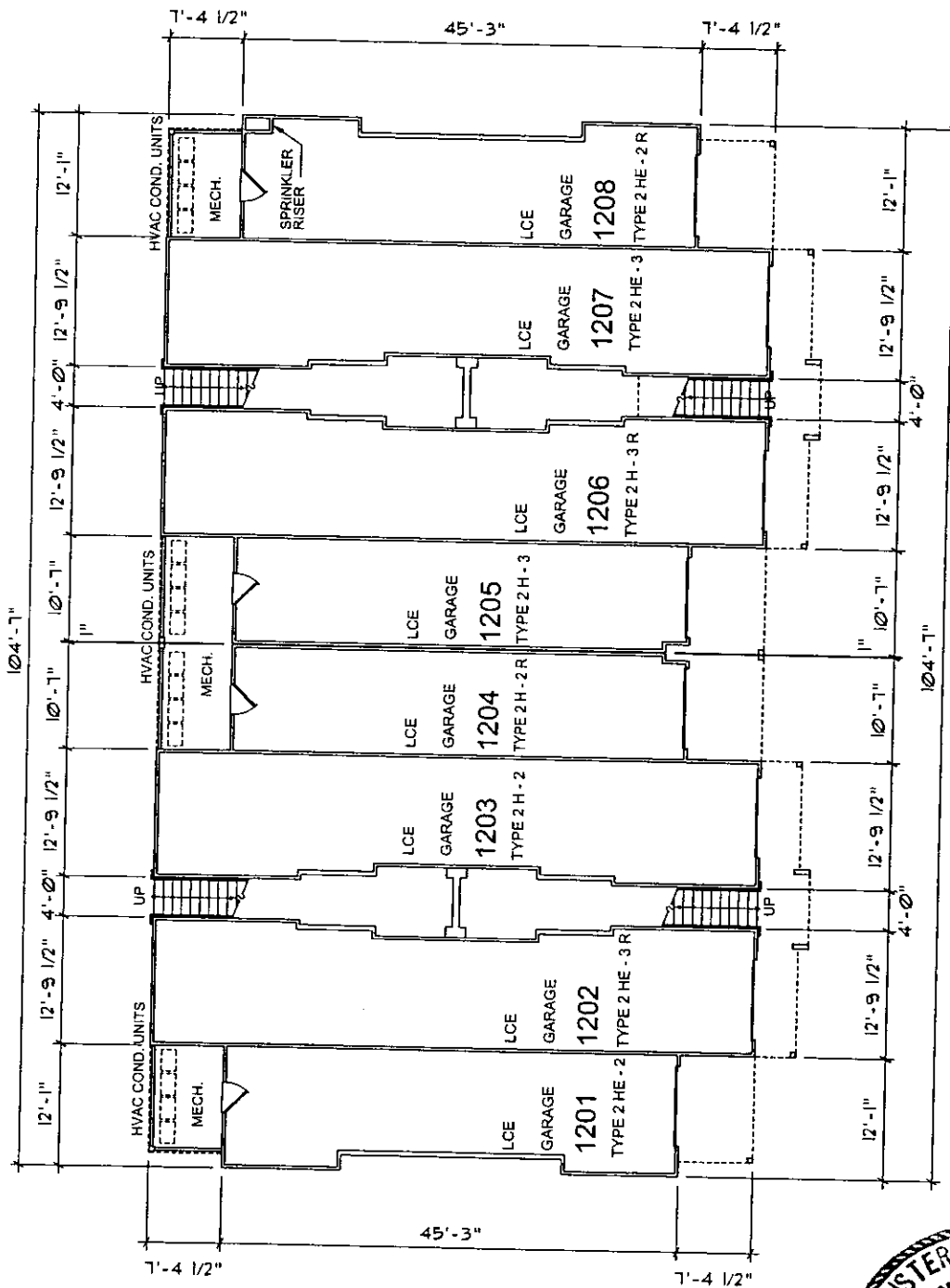
BUILDING AREA : ± 5,641 SF

BUILDING 11 - 2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

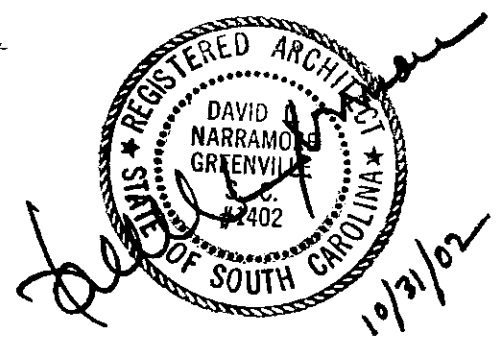
BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 37



ROOF	EL. +39.8' ASL	9'-1 1/2"
2nd FLOOR	EL. +30.1' ASL	10'-6"
1st FLOOR	EL. +20.2' ASL	10'-4"
GARAGE	EL. +9.9' ASL	

FLOOR HEIGHTS



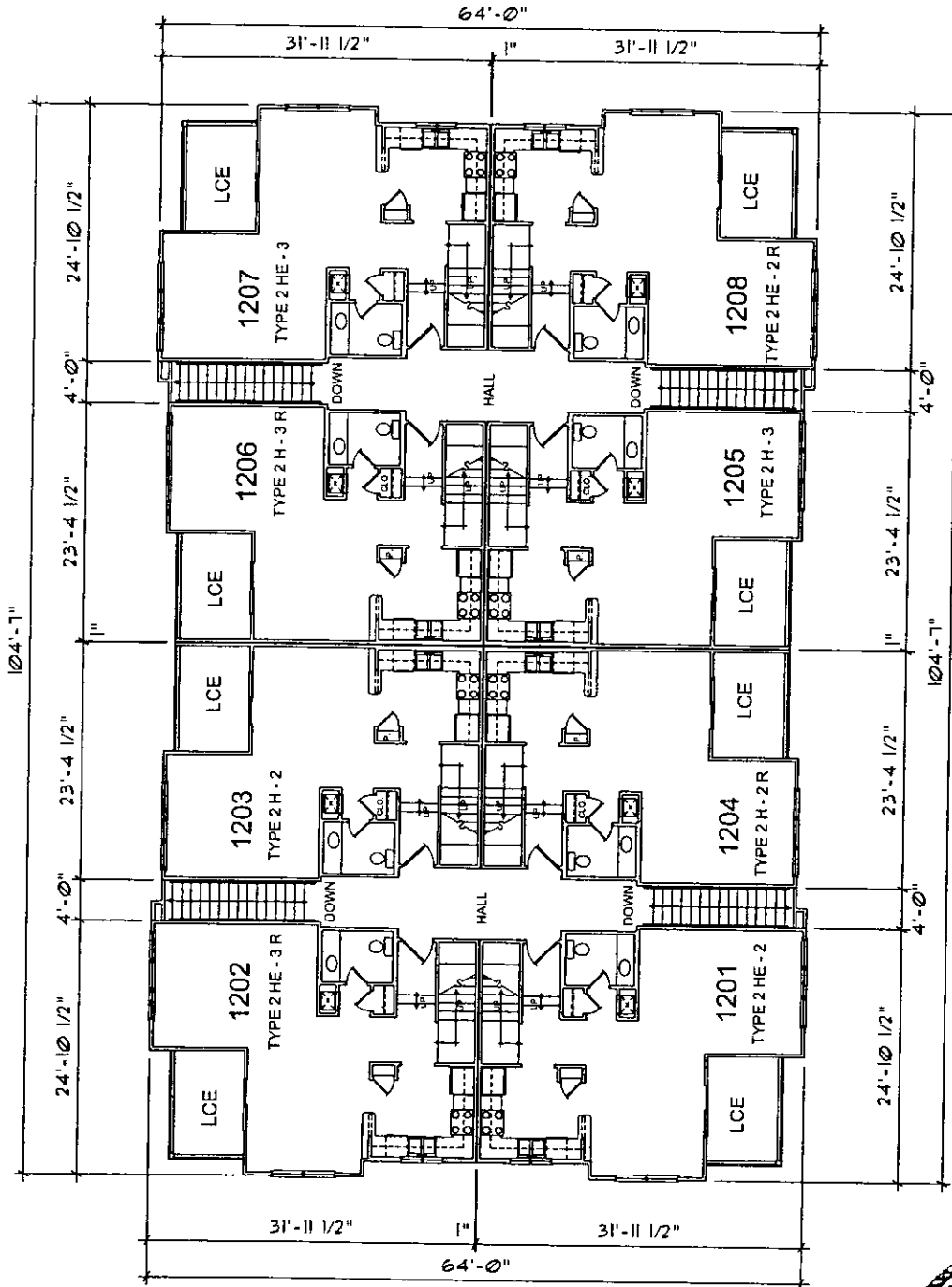
BUILDING AREA : ± 5,534 SF

BUILDING 12 - GARAGES

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

SHEET NO
38



David I. Narramore
 DAVID I. NARRAMORE
 REGISTERED ARCHITECT
 GREENVILLE, S.C.
 193102

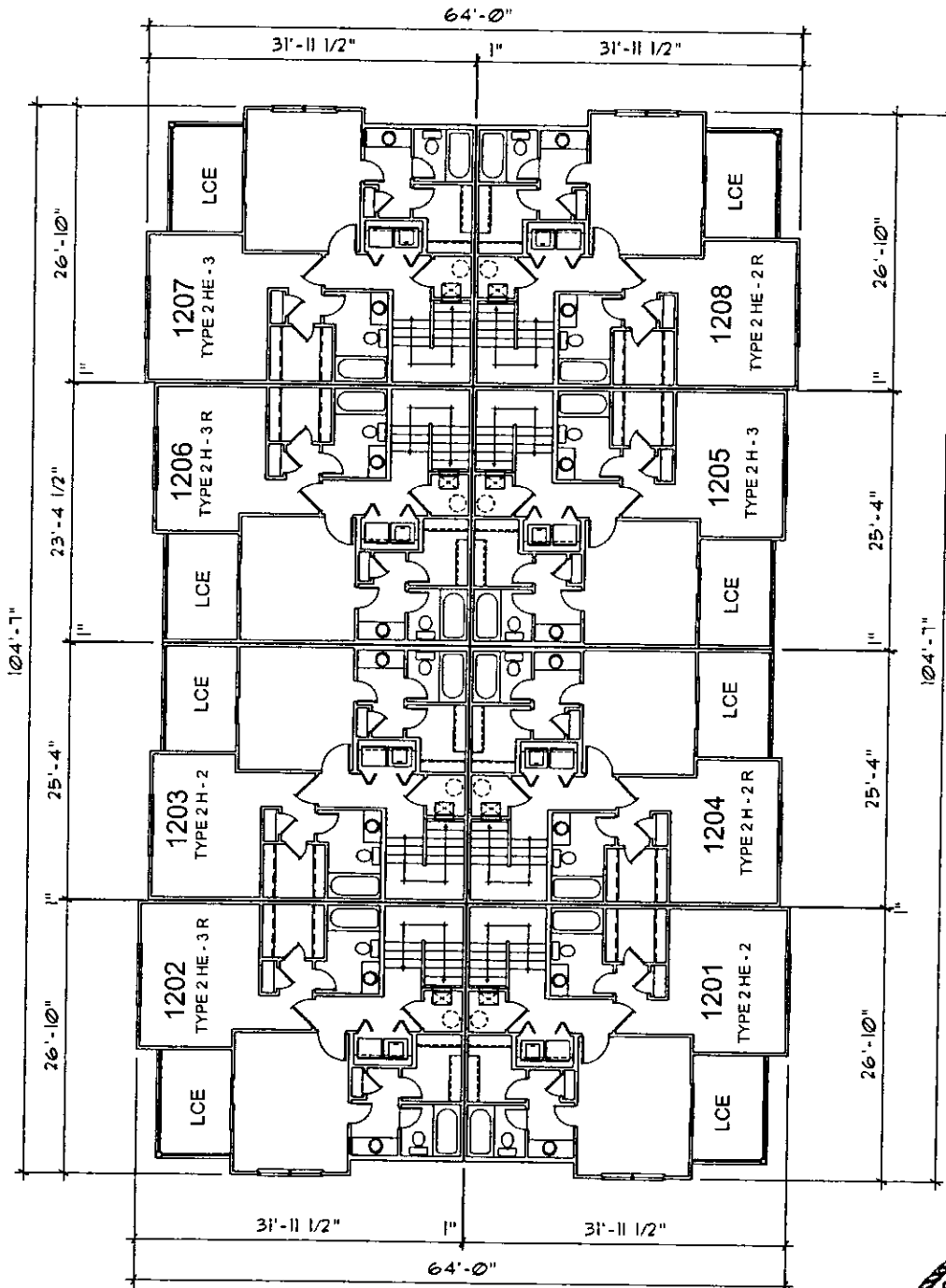
BUILDING AREA : ± 5,711 SF

BUILDING 12 - 1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 39



REGISTERED ARCHITECT

 DAVID L. NARRAMORE

 GREENVILLE, S.C.

 #1402

 10/31/02

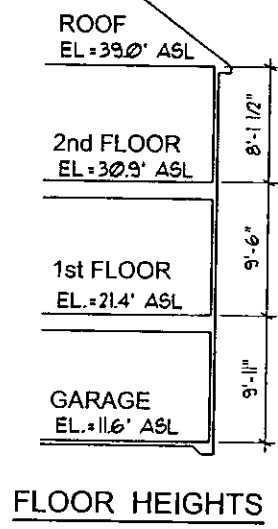
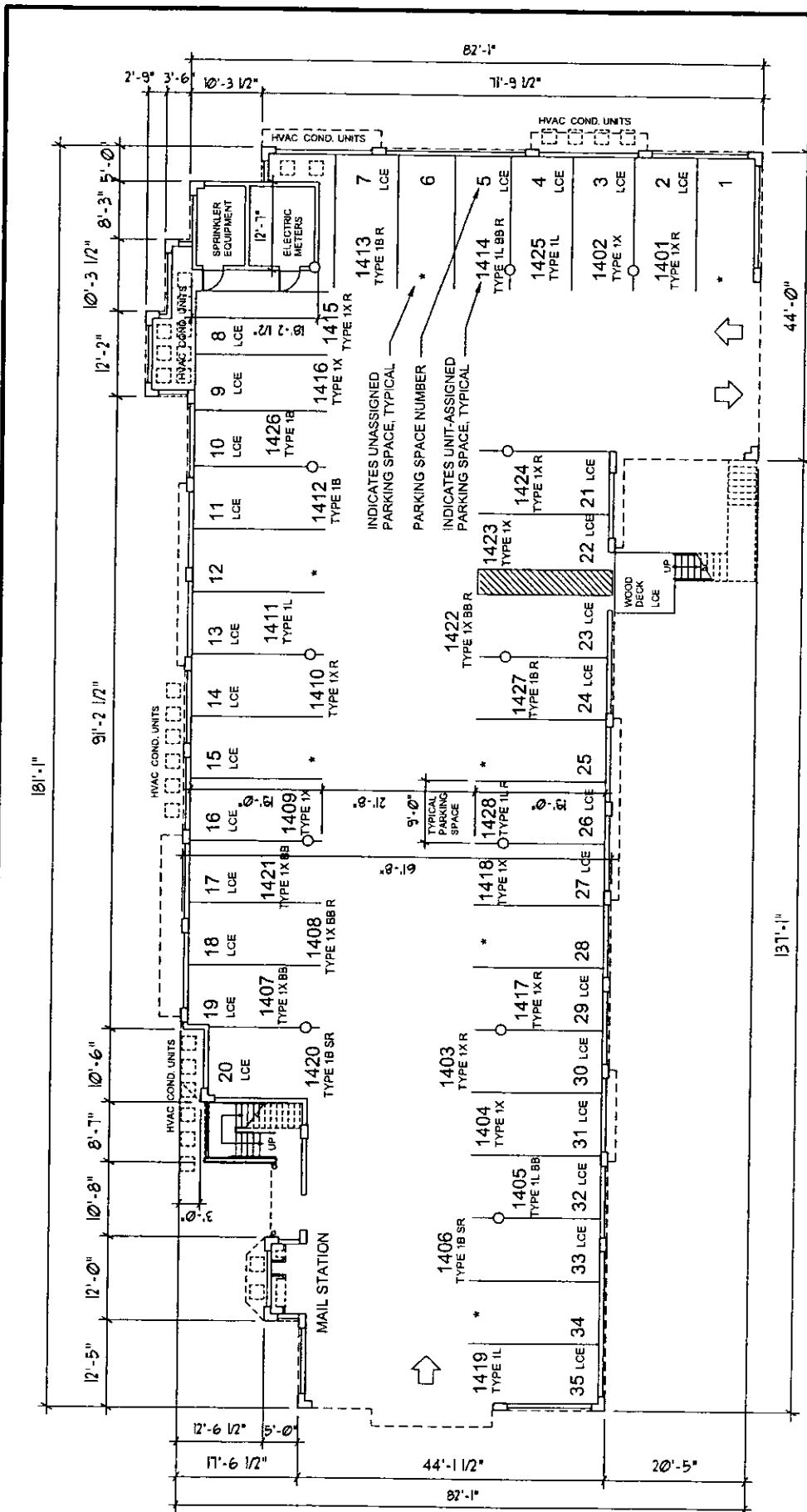
BUILDING AREA : ± 5,711 SF

BUILDING 12 - 2nd FLOOR PLAN

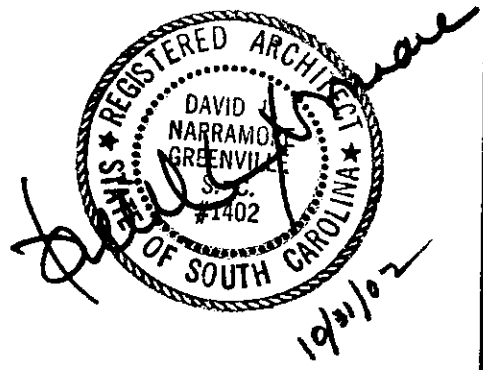
THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 40



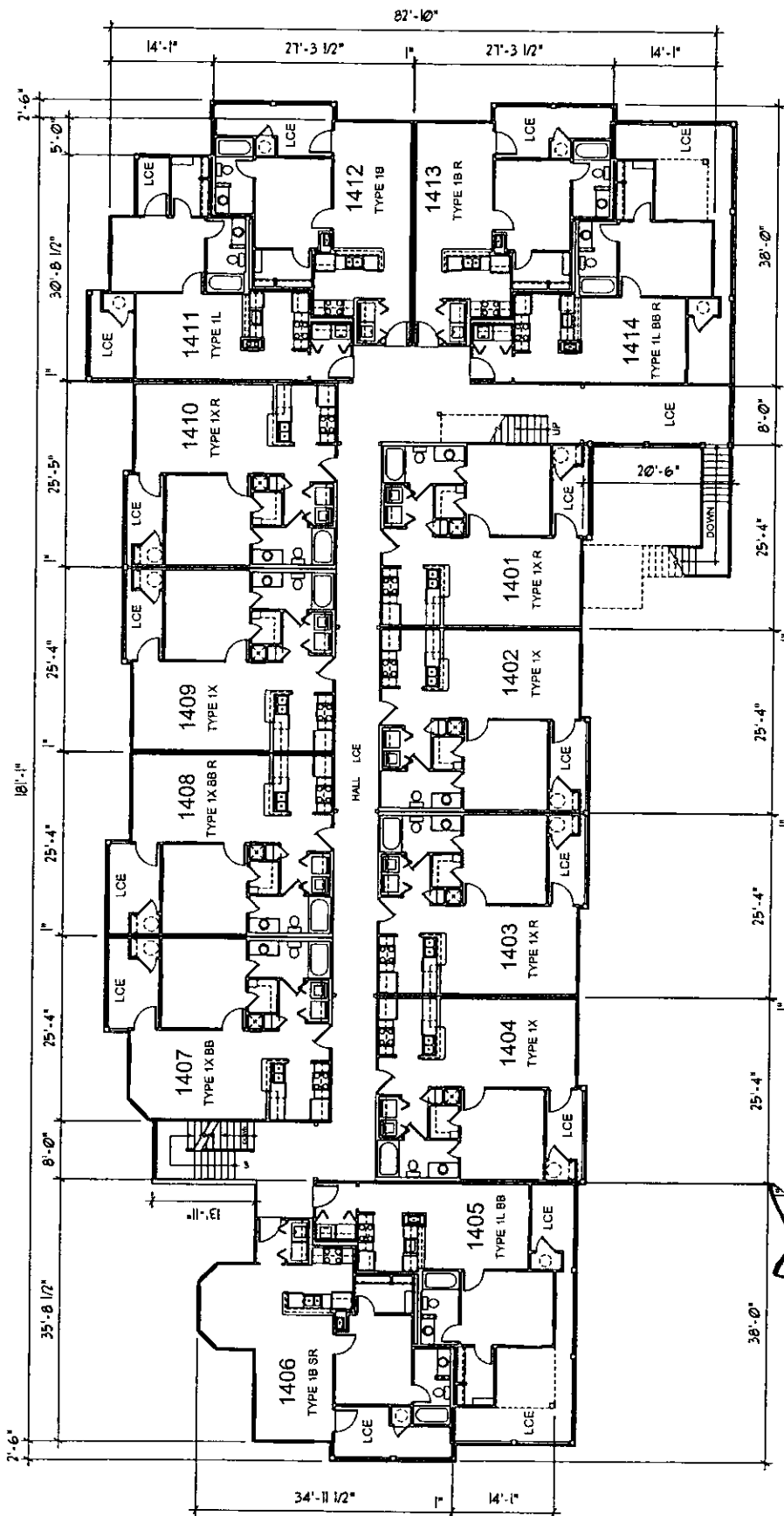
FRONT



FLOOR AREA :
± 11,549 SF

**BUILDING 14
PARKING PLAN**

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



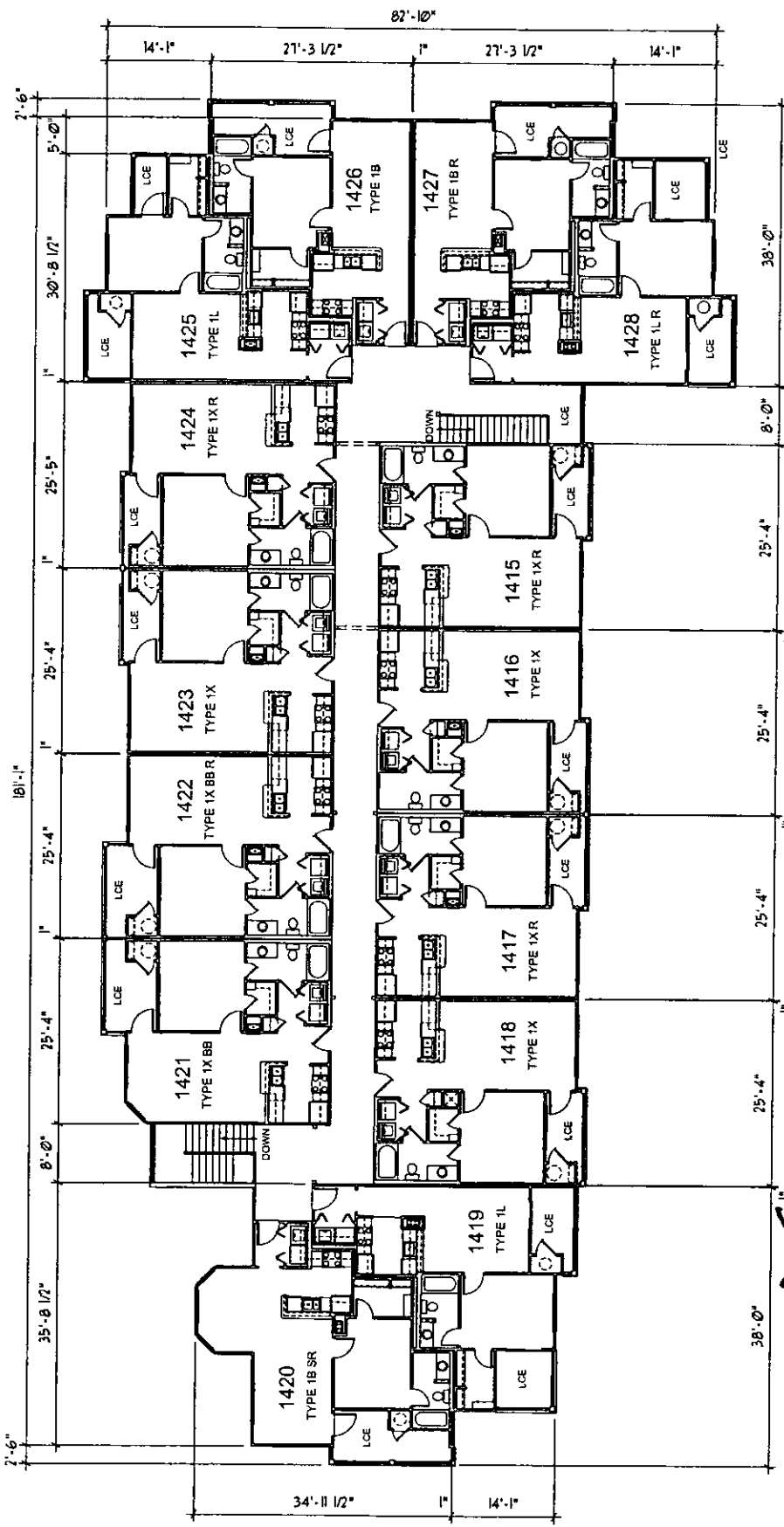
FLOOR AREA :
± 10,268 SF

BUILDING 14
1st FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO.
42



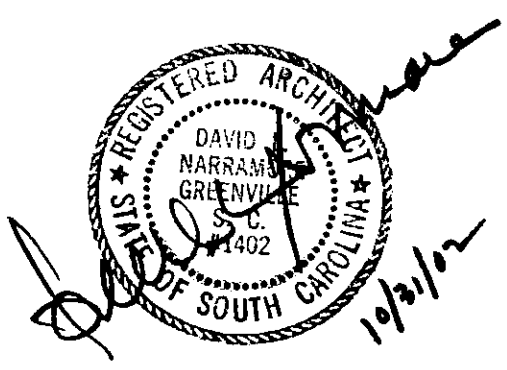
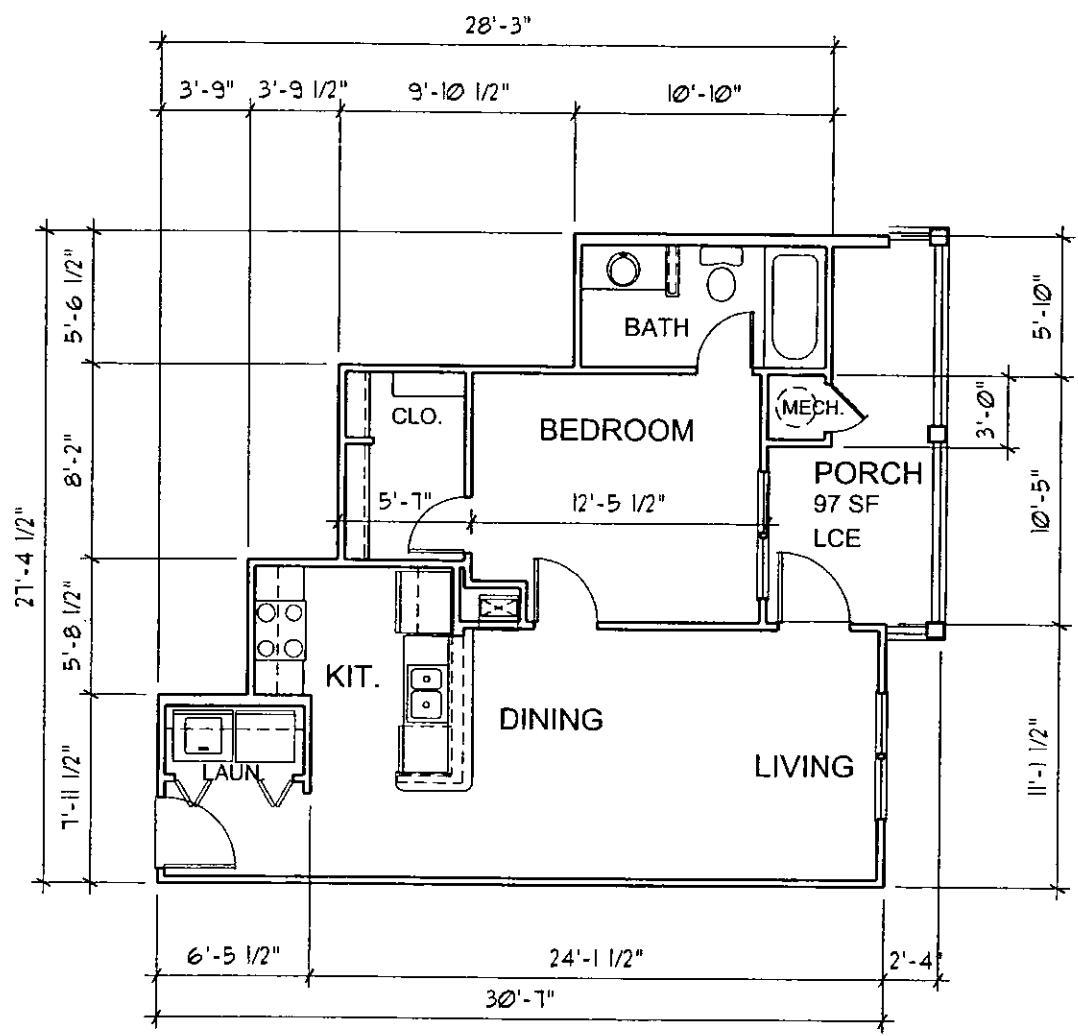
FLOOR AREA :
± 10,060 SF

BUILDING 14
2nd FLOOR PLAN

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE CALCULATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY UNIT OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 43



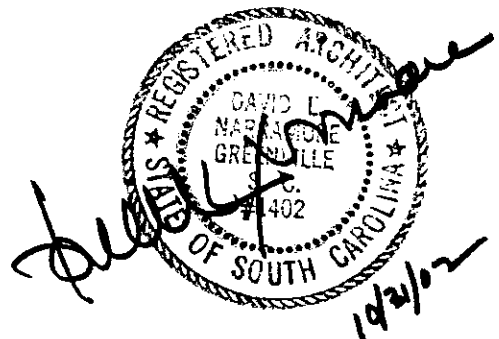
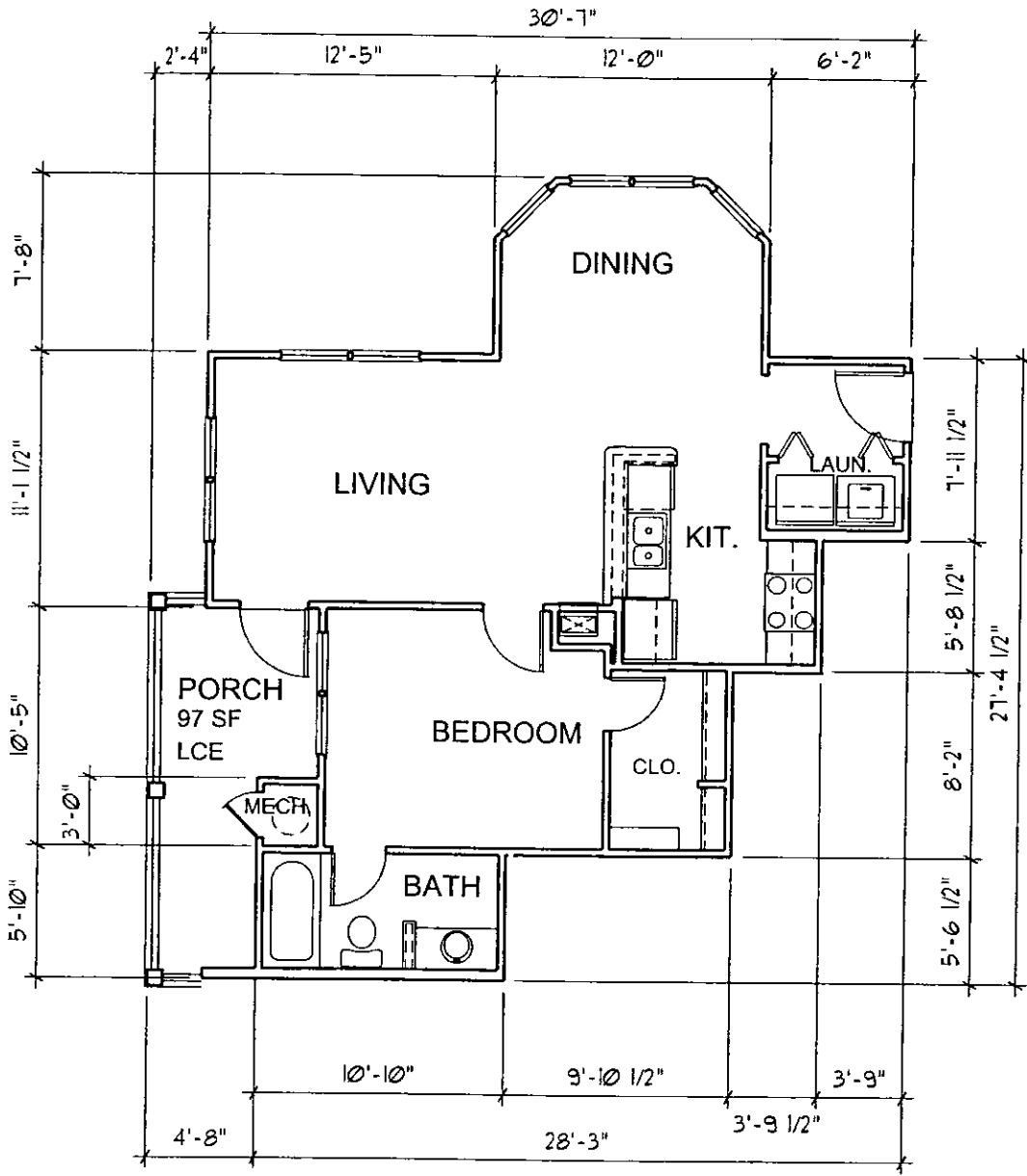
UNIT NUMBERS

1412, 1426

UNIT AREA: 592 SF

UNIT TYPE 1B

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS RELYING ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



UNIT NUMBERS

1406, 1420

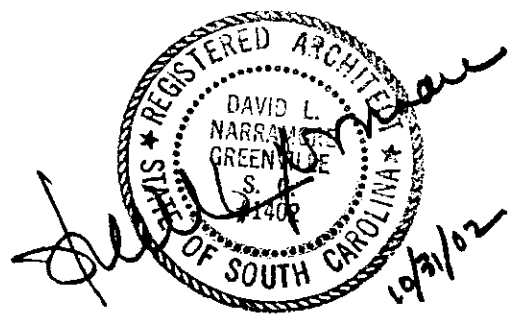
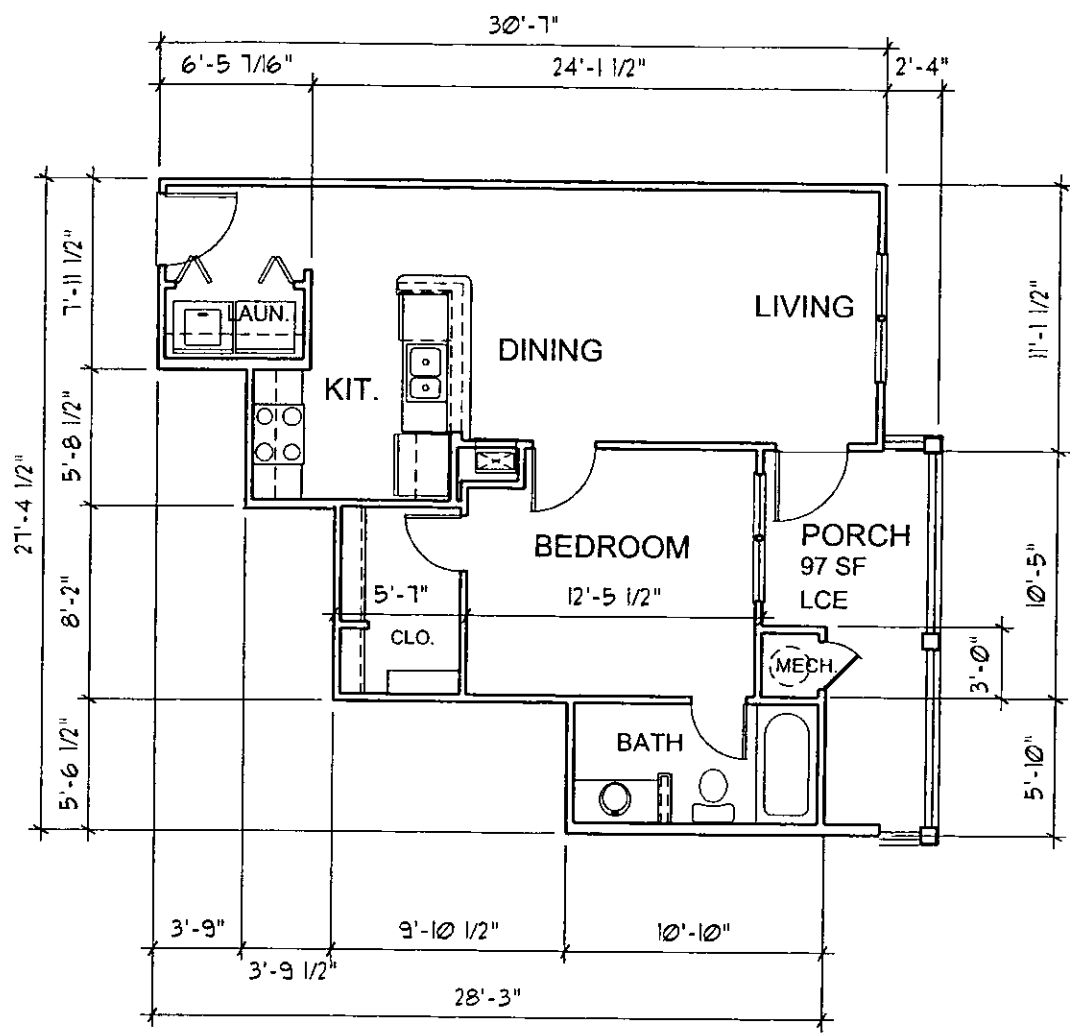
UNIT AREA: 646 SF

UNIT TYPE 1B SR

FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS RELATING TO THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 45



UNIT NUMBERS

1413, 1427

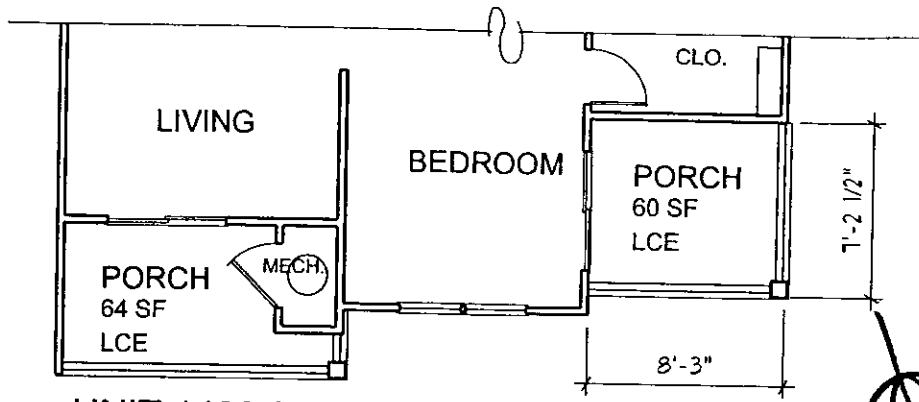
UNIT AREA: 565 SF

UNIT TYPE 1B R

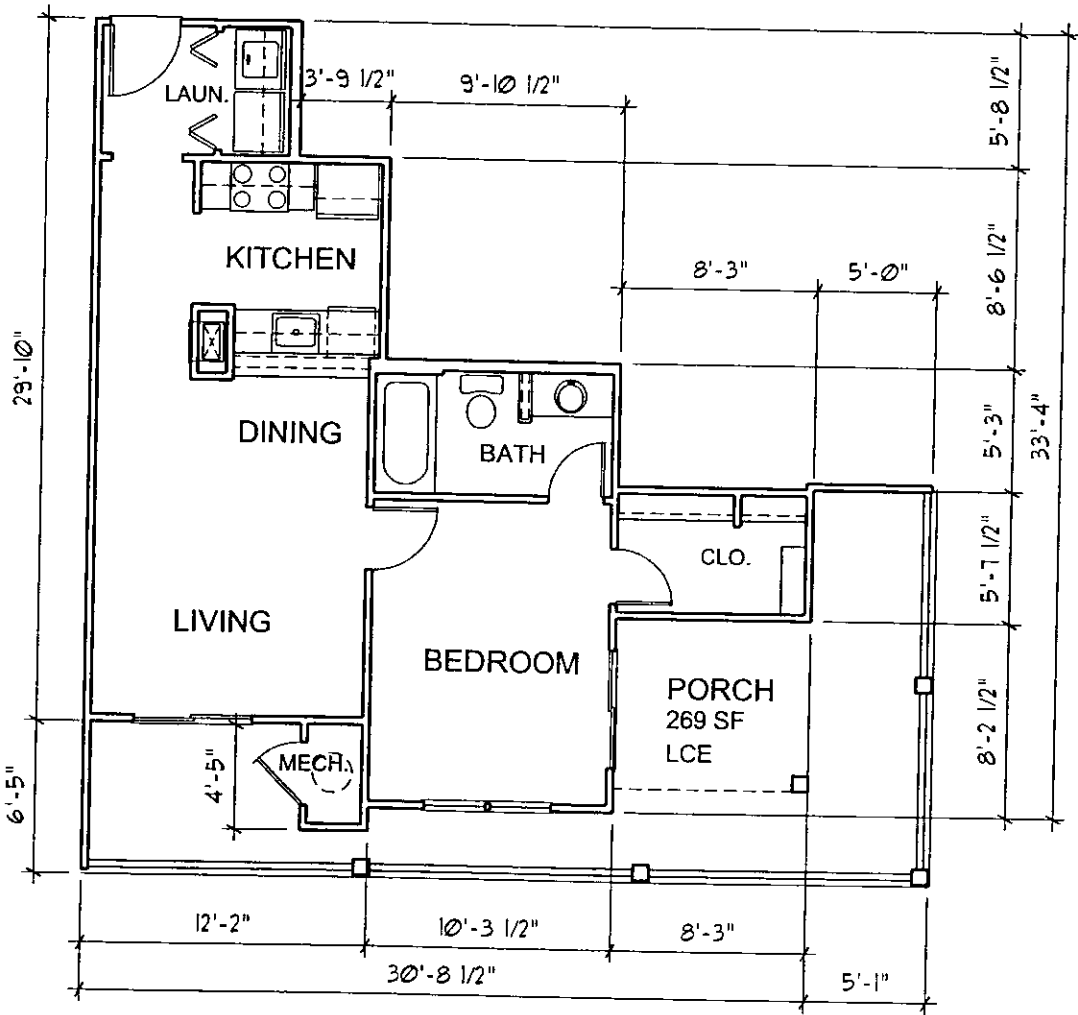
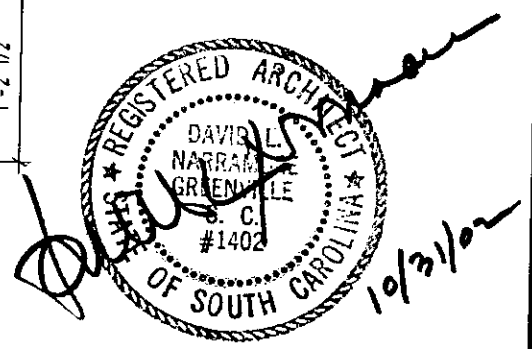
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 46



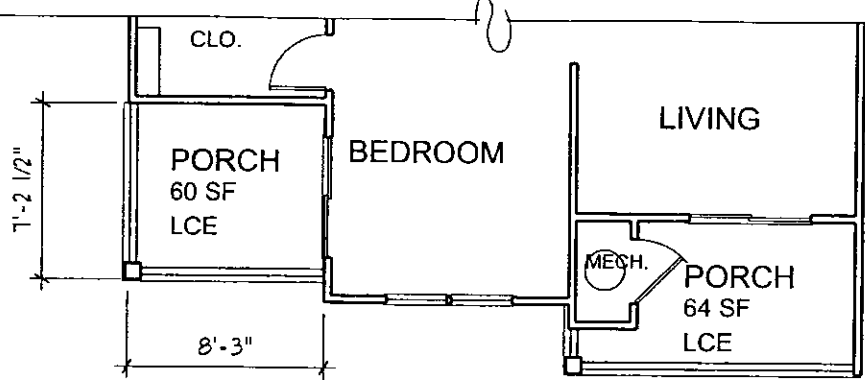
UNIT 1428 (1L R)
UNIT AREA: 565 SF



UNIT 1414 (1L BB R)
UNIT AREA: 565 SF

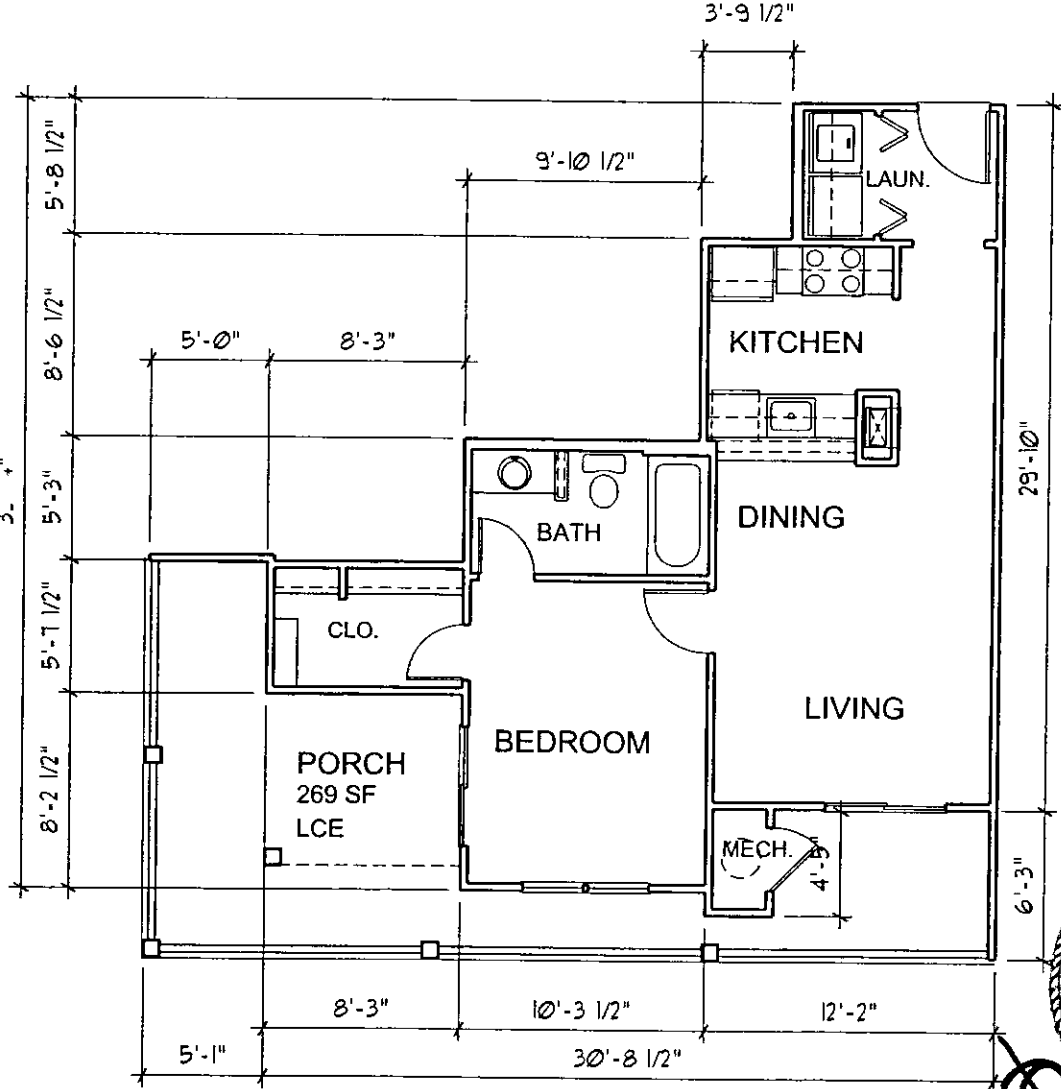
UNIT TYPE 1L R
UNIT TYPE 1L BB R

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



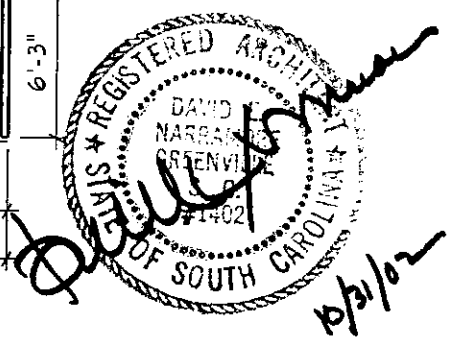
UNITS 1411, 1419, 1425 (1L)

UNIT AREA: 565 SF



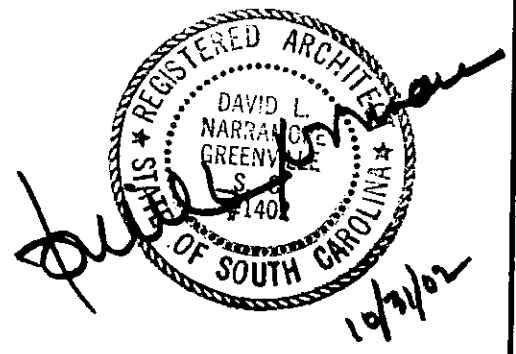
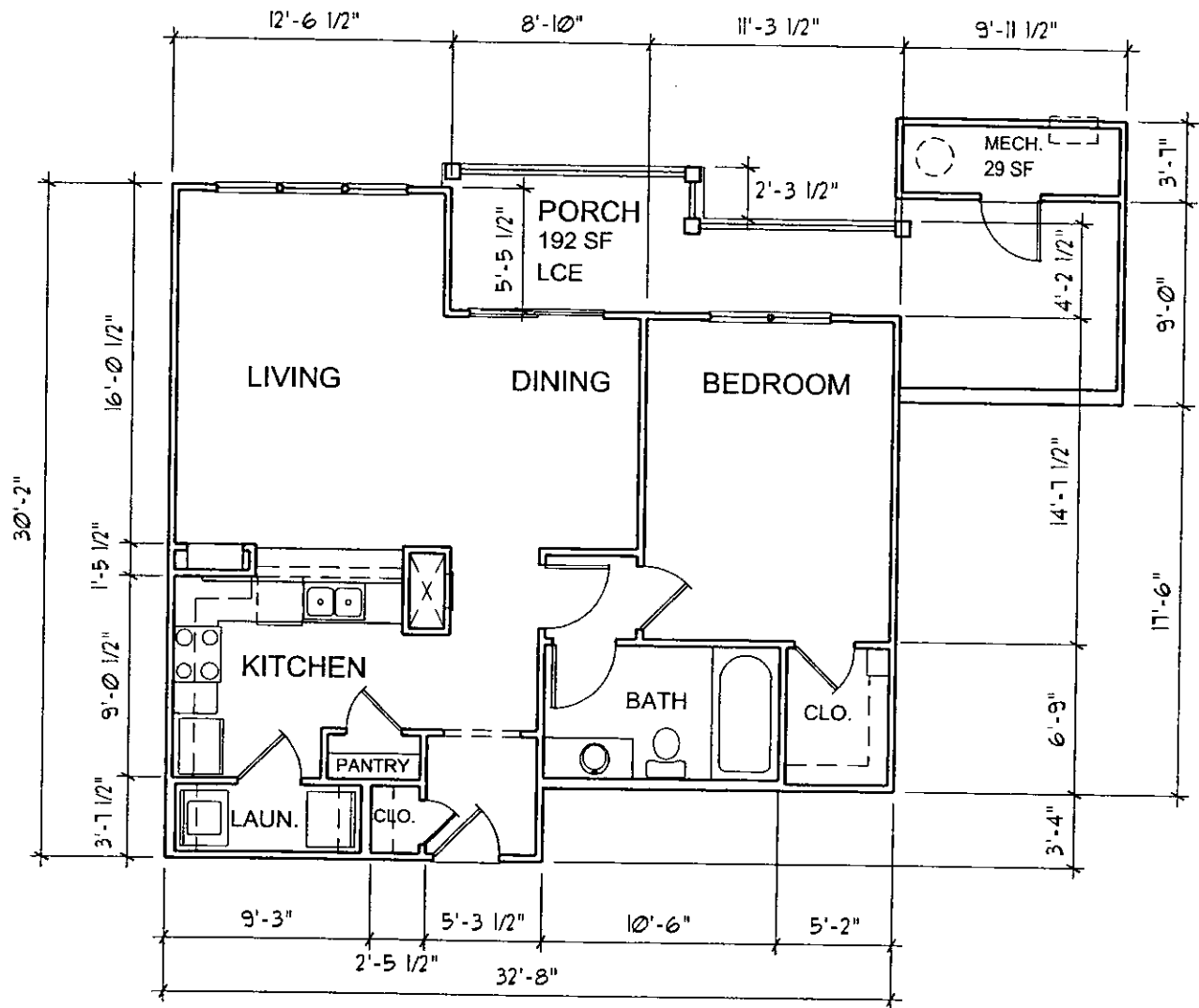
UNIT 1405 (1L BB)

UNIT AREA: 565 SF



UNIT TYPE 1L
UNIT TYPE 1L BB

FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 NOTATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

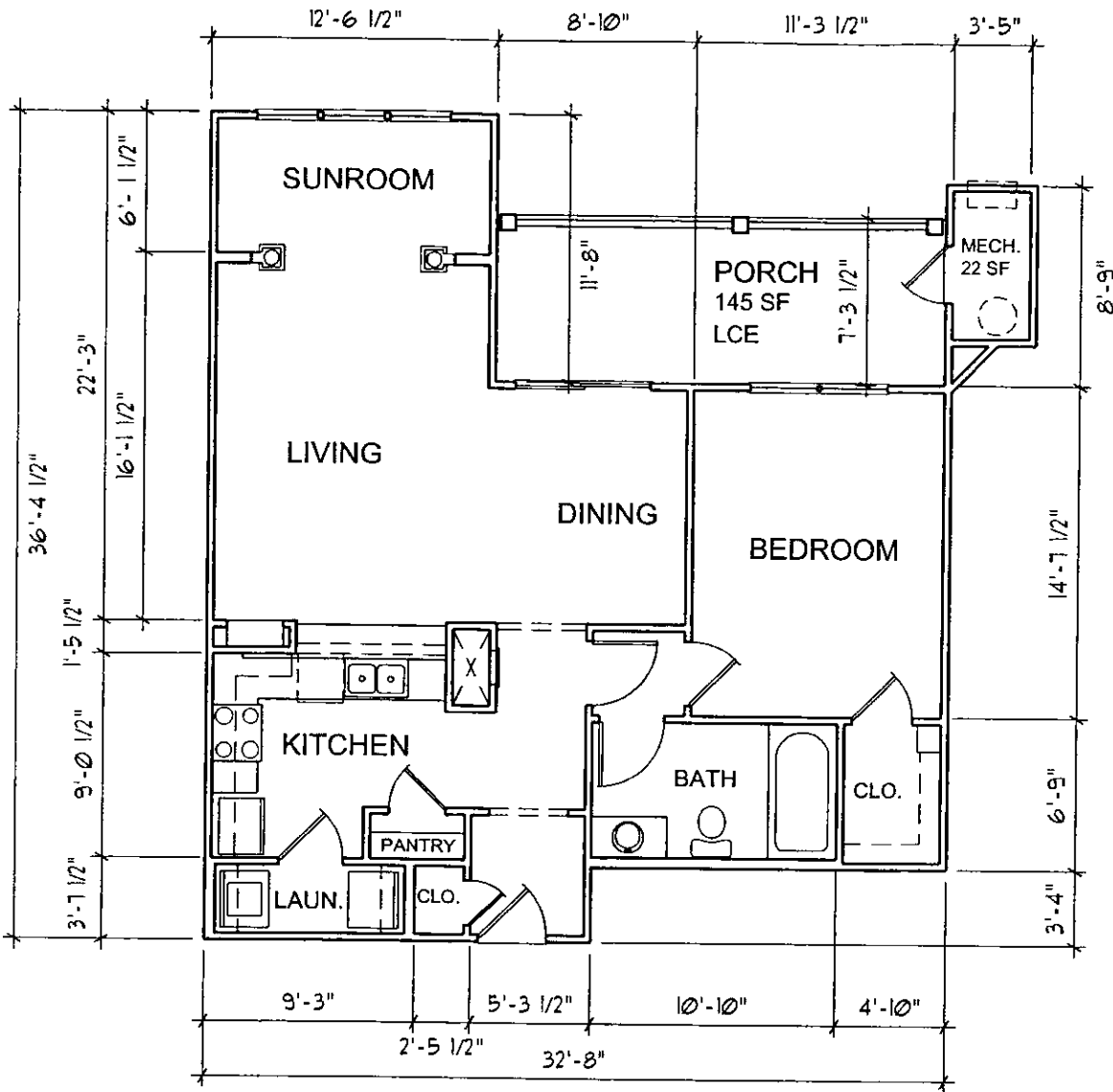


UNIT NUMBERS
 715, 725, 733, 815, 823

UNIT AREA: 787 SF
 MECH. CLOSET AREA: 29 SF

UNIT TYPE 1P

* FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



REGISTERED ARCHITECT
 DAVID NARRAMON
 GREENVILLE, S.C.
 #1402
 STATE OF SOUTH CAROLINA
David Narramon
 10/21/02

UNIT NUMBERS
 705, 805

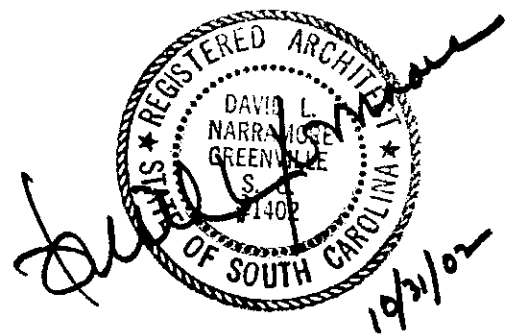
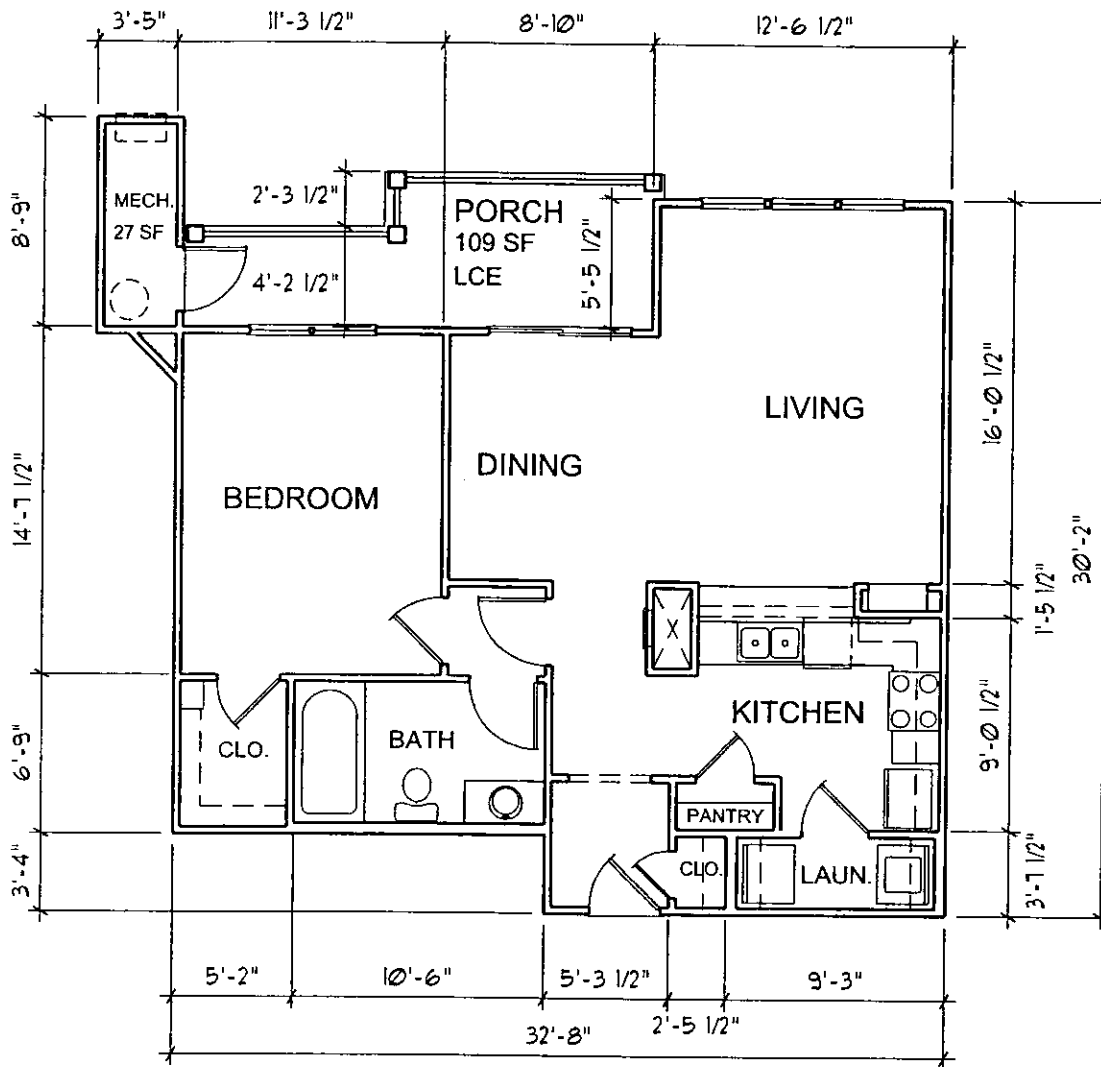
UNIT AREA: 862 SF
 MECH. CLOSET AREA: 22 SF

UNIT TYPE 1P SR

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 INDICATED HEREON ARE ONLY APPROXIMATIONS. ANY
 OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 MADE ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO 50



UNIT NUMBERS
 713, 723, 731, 813, 821

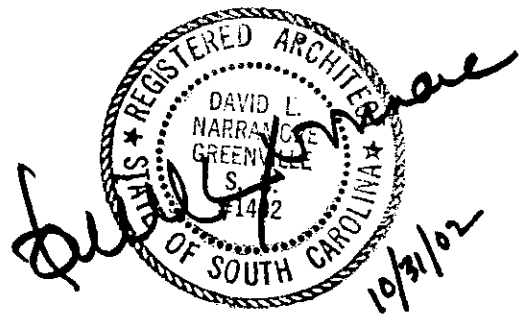
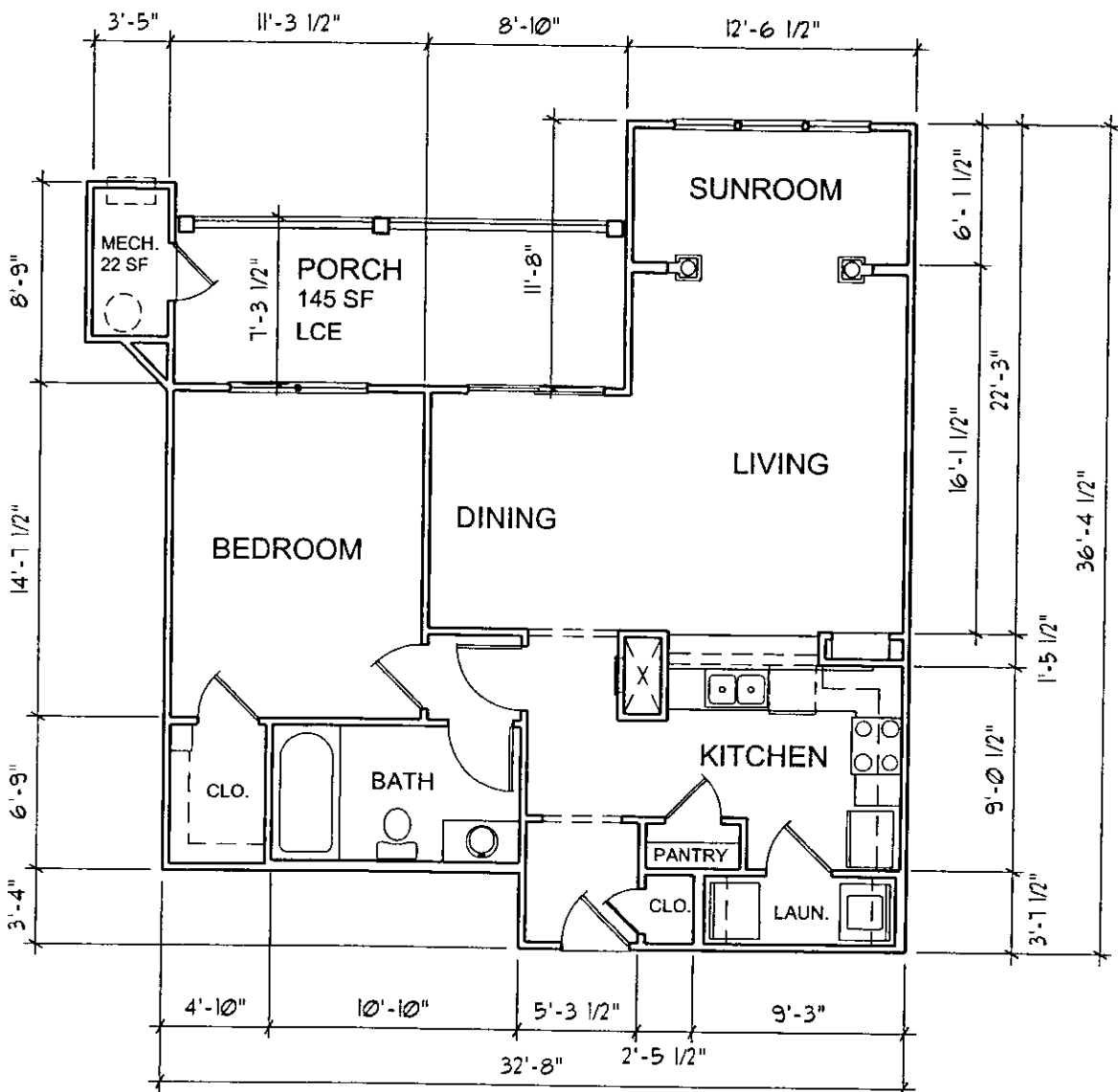
UNIT AREA: 787 SF
 MECH. CLOSET AREA: 27 SF

UNIT TYPE 1P R

FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 ARE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 CONCERNING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 51



UNIT NUMBERS
 703, 803

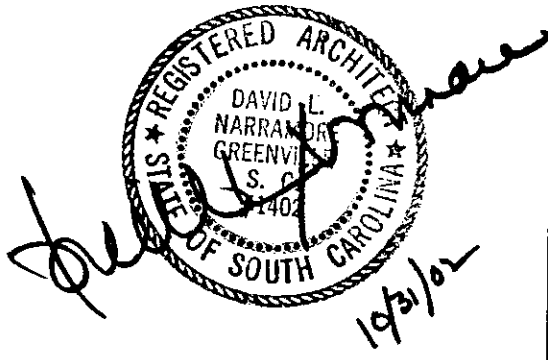
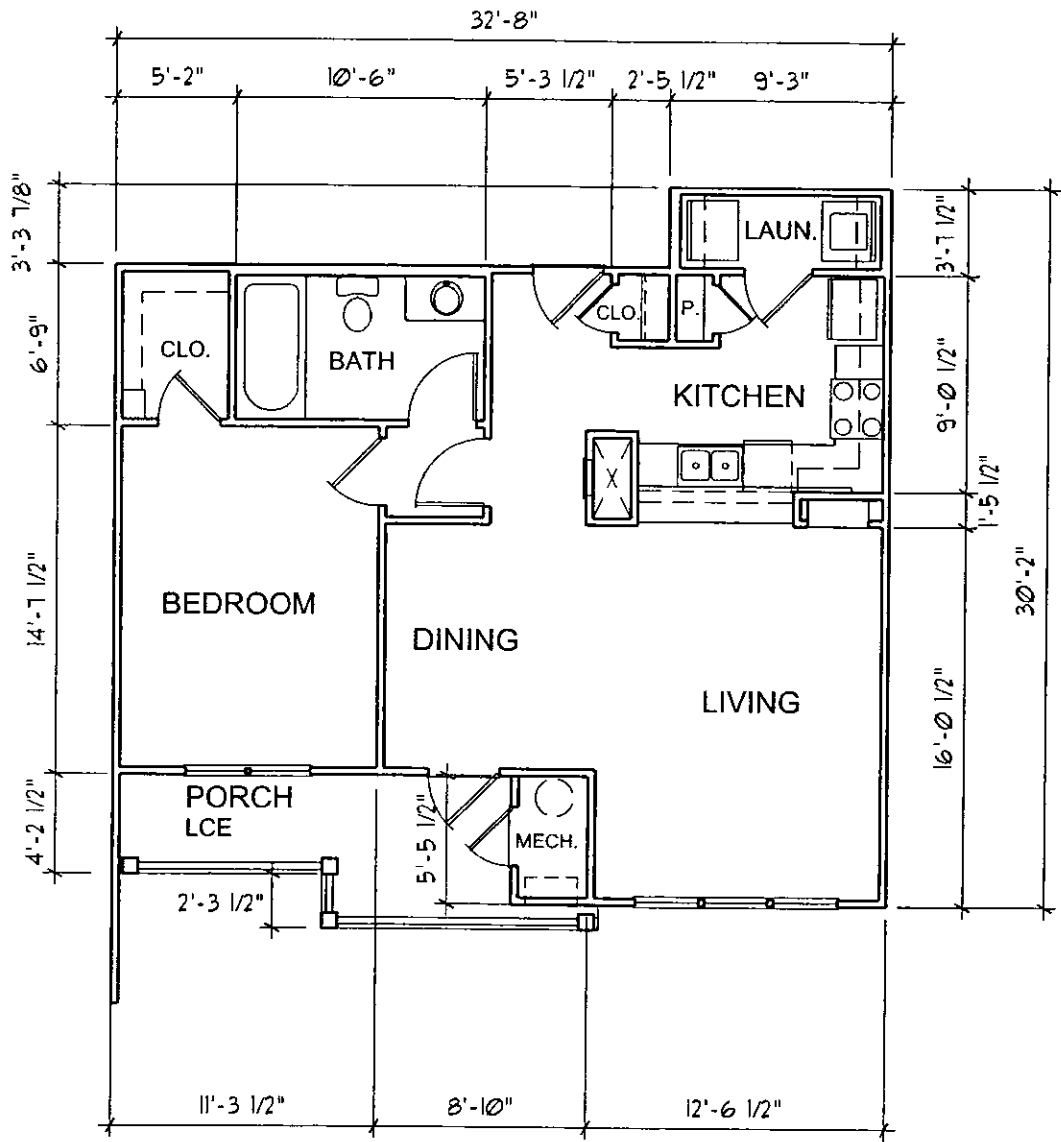
UNIT AREA: 862 SF
 MECH. CLOSET AREA: 22 SF

UNIT TYPE 1P SR R

FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 52



UNIT NUMBERS
720, 730, 736, 820, 826

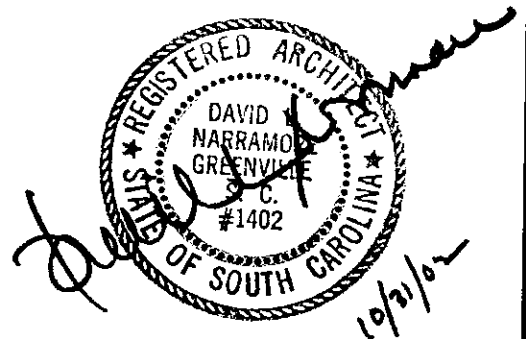
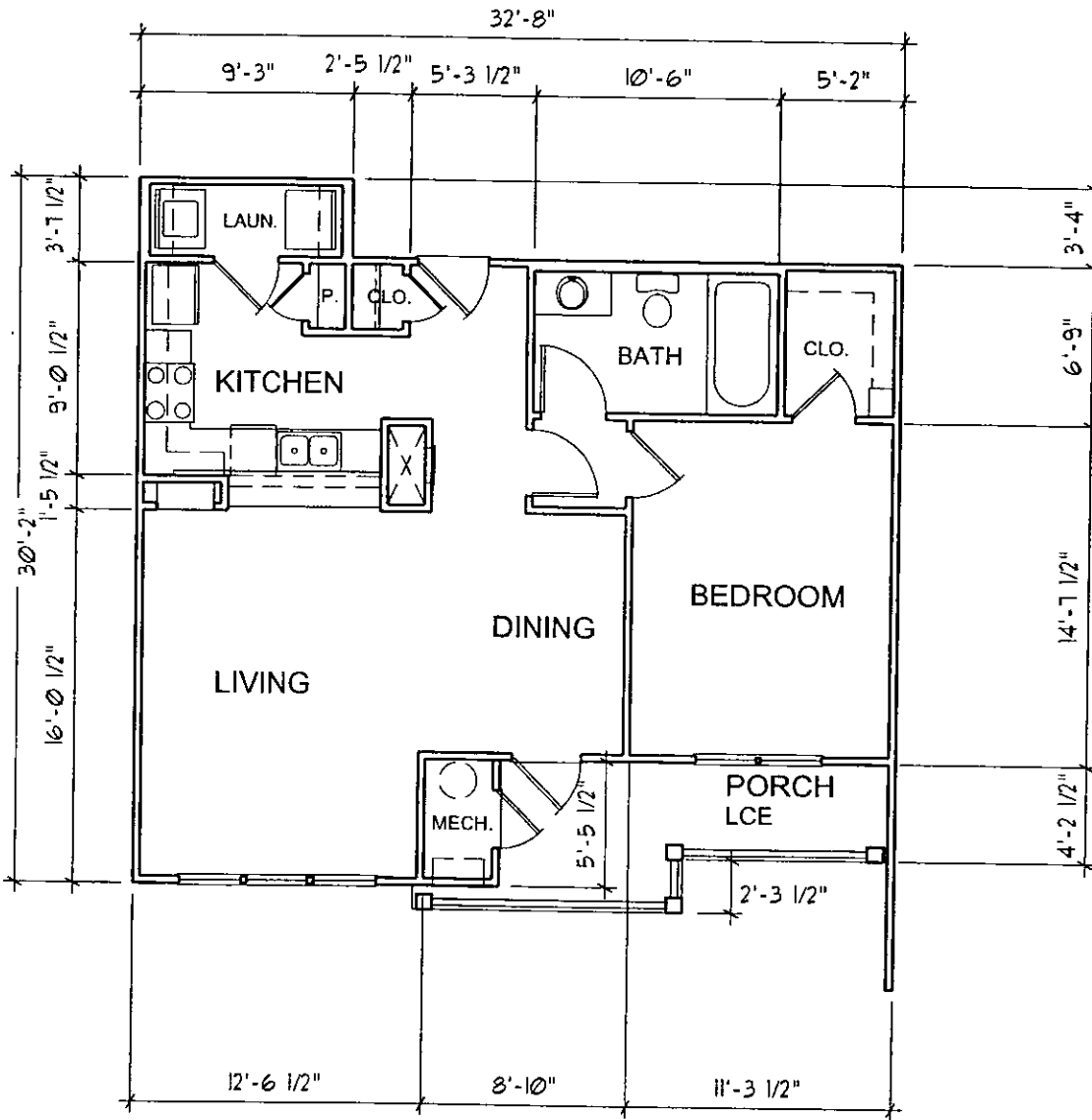
UNIT AREA: 779 SF
PORCH: 92 SF

UNIT TYPE 1PP

DOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 53



UNIT NUMBERS
718, 728, 734, 818, 824

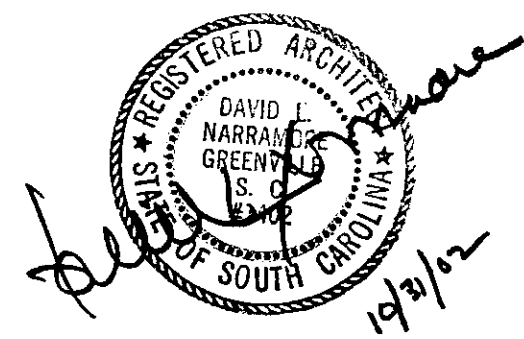
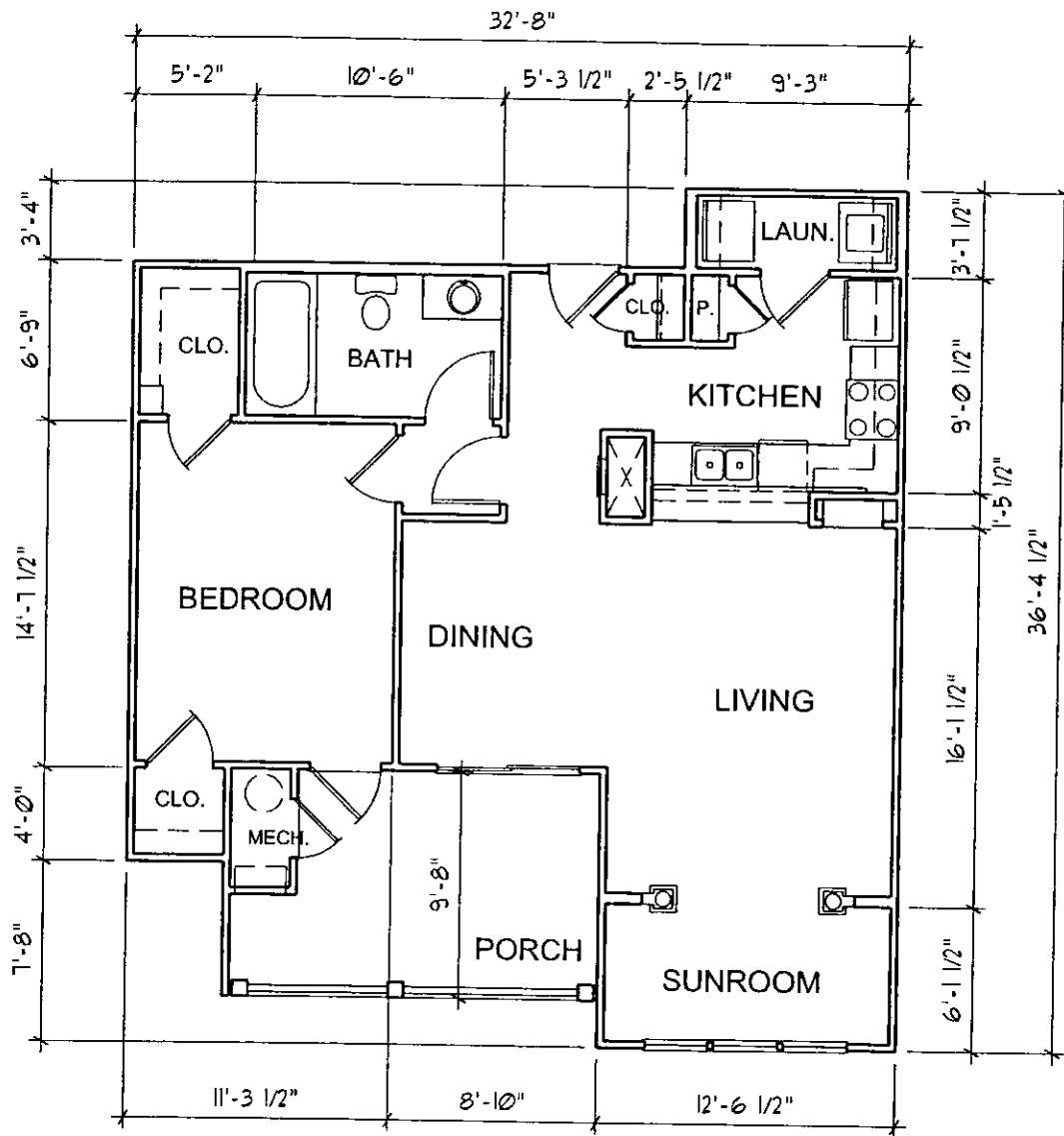
UNIT AREA: 779 SF
PORCH: 92 SF

UNIT TYPE 1PP R

TYPICAL FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE. DIMENSIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS AND THIS FLOOR PLAN SHOULD DO HIS OR HER OWN VERIFICATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 54



UNIT NUMBERS
710, 810

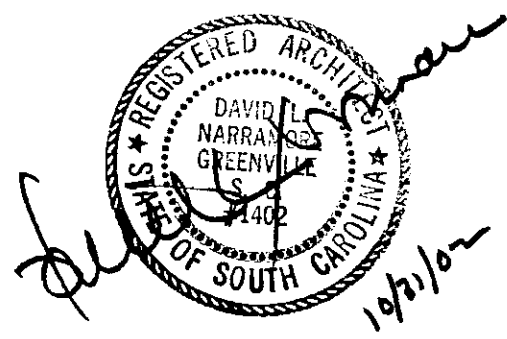
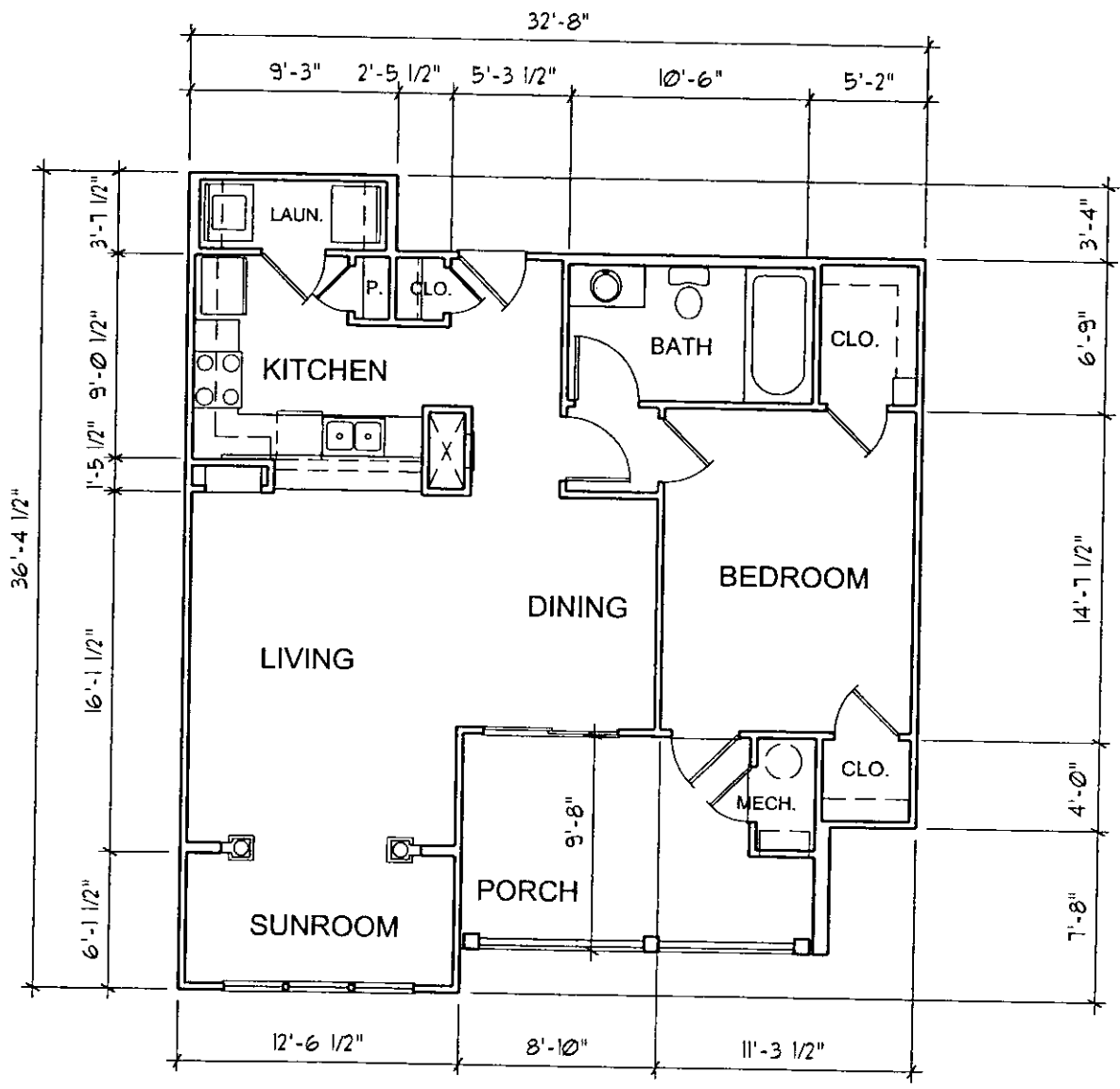
UNIT AREA: 866 SF
PORCH: 137 SF

UNIT TYPE 1PP SR BB

THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE FIGURES SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN VERIFICATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 55



UNIT NUMBERS
808, 708 (HC ACCESS.)

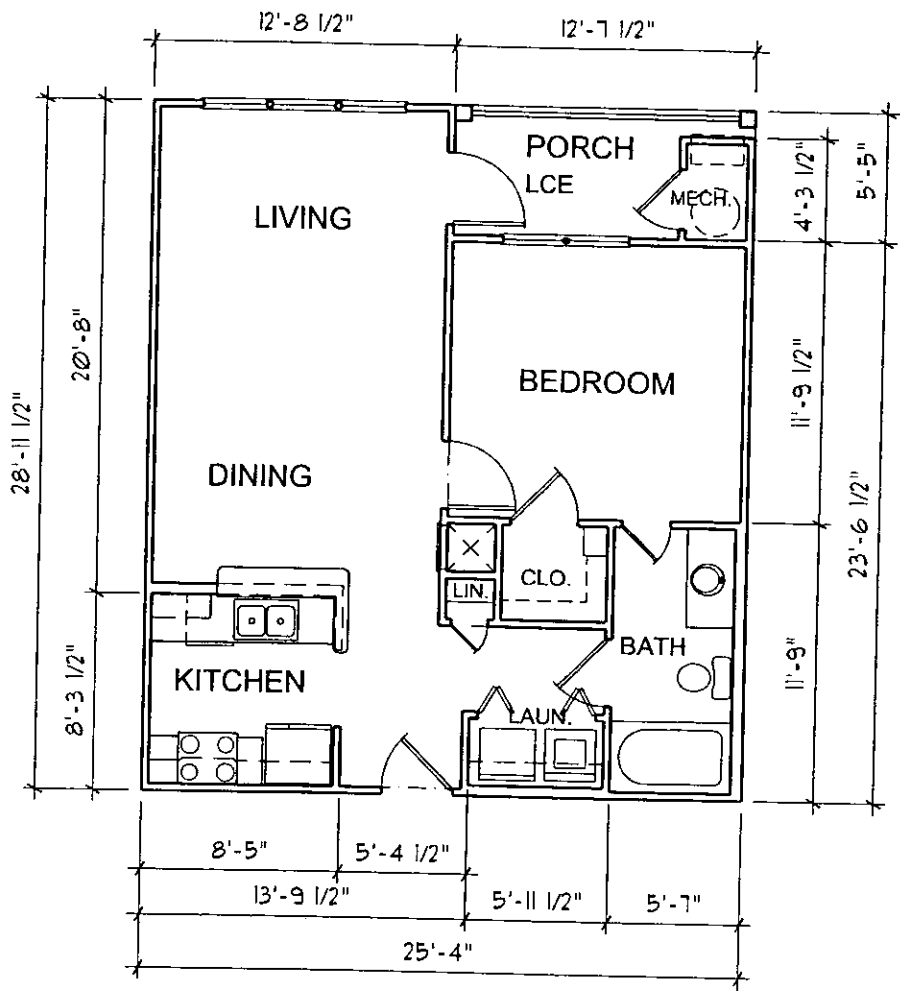
UNIT AREA: 876 SF
PORCH: 137 SF

UNIT TYPE 1PP SR BB R

FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
ATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
AND THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
VERIFICATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 56



15
 [Professional Seal: REGISTERED ARCHITECT, DAVIS NARRAGANSETT GREENVILLE S.C. #1402]
David Moore
 1/31/02

UNIT NUMBERS
 714, 719, 724, 729, 732, 735,
 1402, 1404, 1409, 1416, 1418, 1423

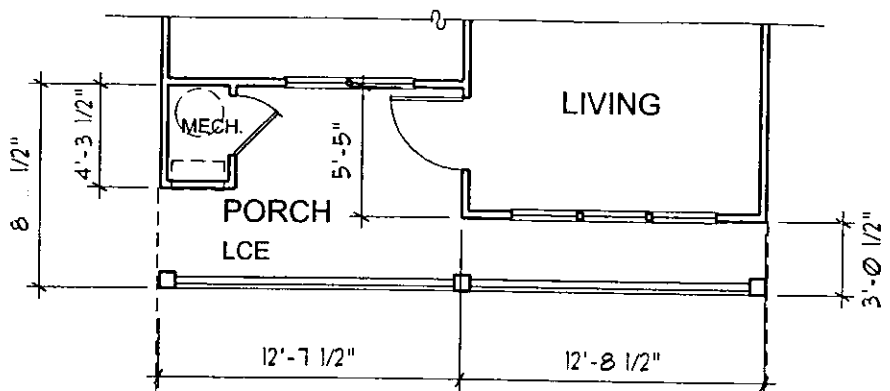
UNIT AREA: 645 SF
 PORCH: 55 SF

UNIT TYPE 1X

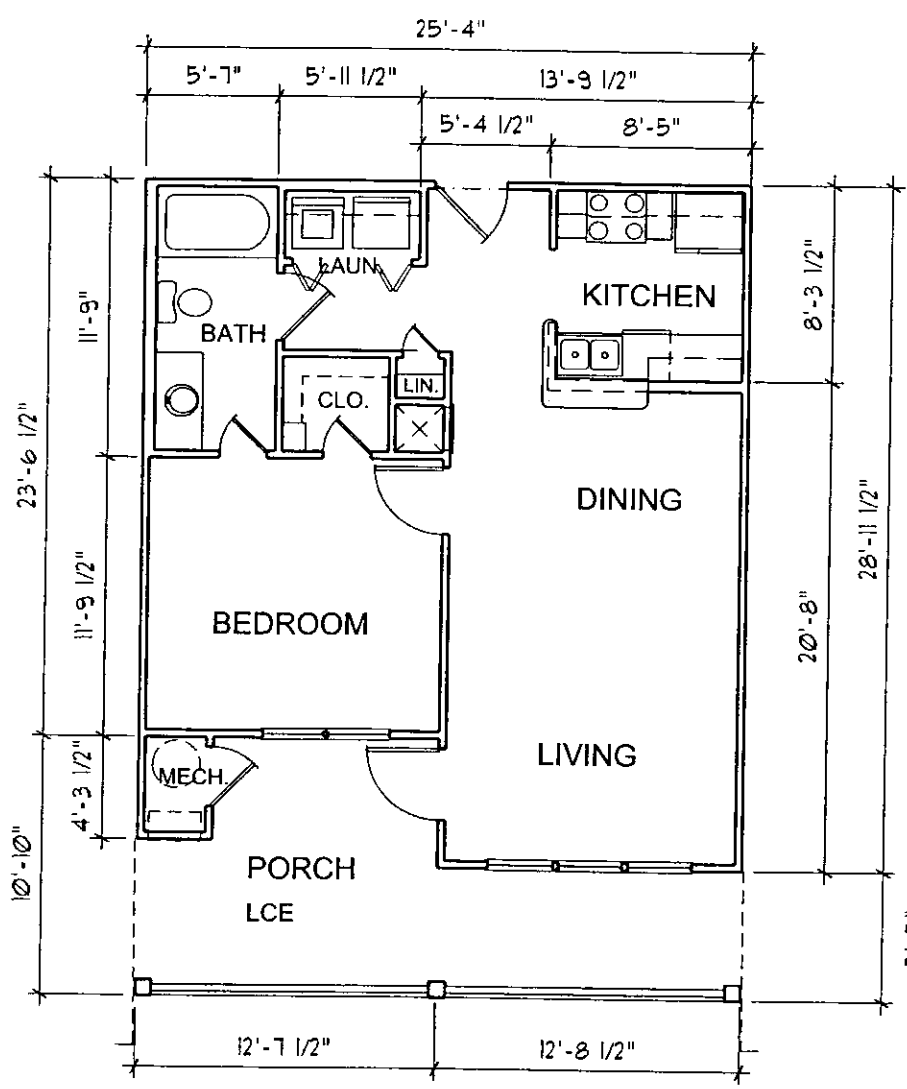
THIS FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 RELATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 VERIFICATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. **57**



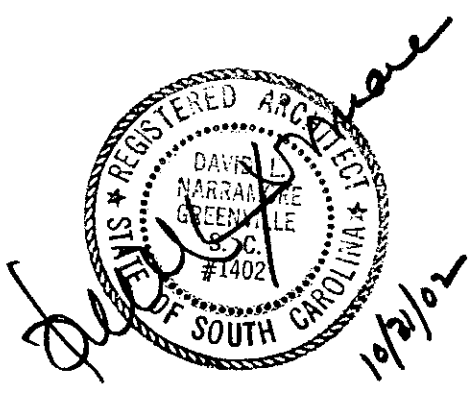
UNIT TYPE 1X SB
 UNIT NUMBER 704
 PORCH: 132 SF



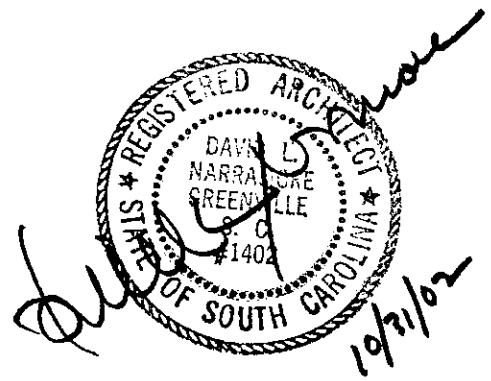
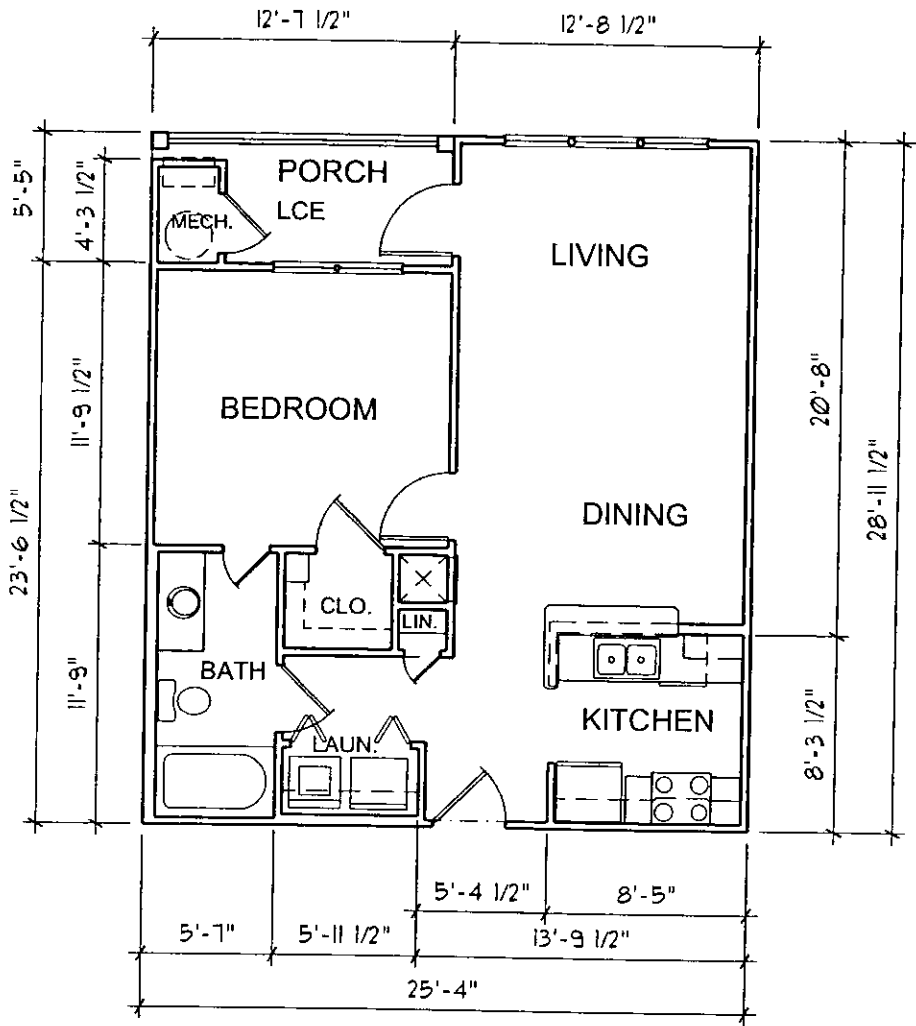
UNIT TYPE 1X BB
 UNIT NUMBERS
 709, 1407, 1421

UNIT AREA: 645 SF
 PORCH: 192 SF

UNIT TYPE 1X SB
 UNIT TYPE 1X BB



IF PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



UNIT NUMBERS

814, 819, 822, 825, 1401, 1403
 1410, 1415, 1417, 1424

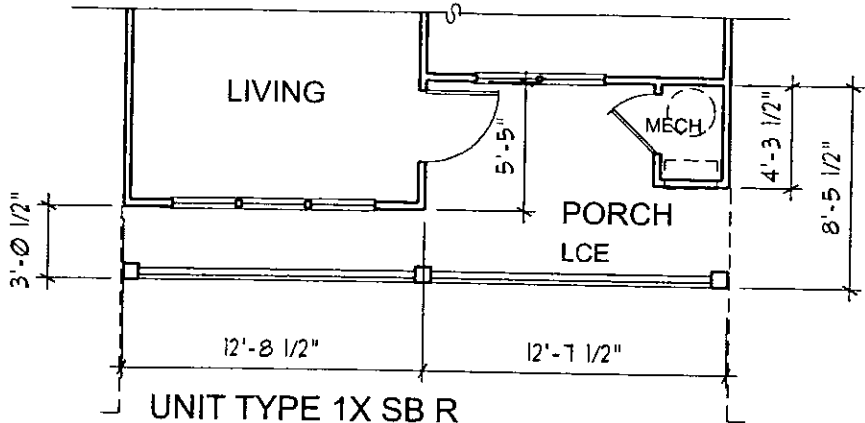
UNIT AREA: 645 SF
 PORCH: 55 SF

UNIT TYPE 1X R

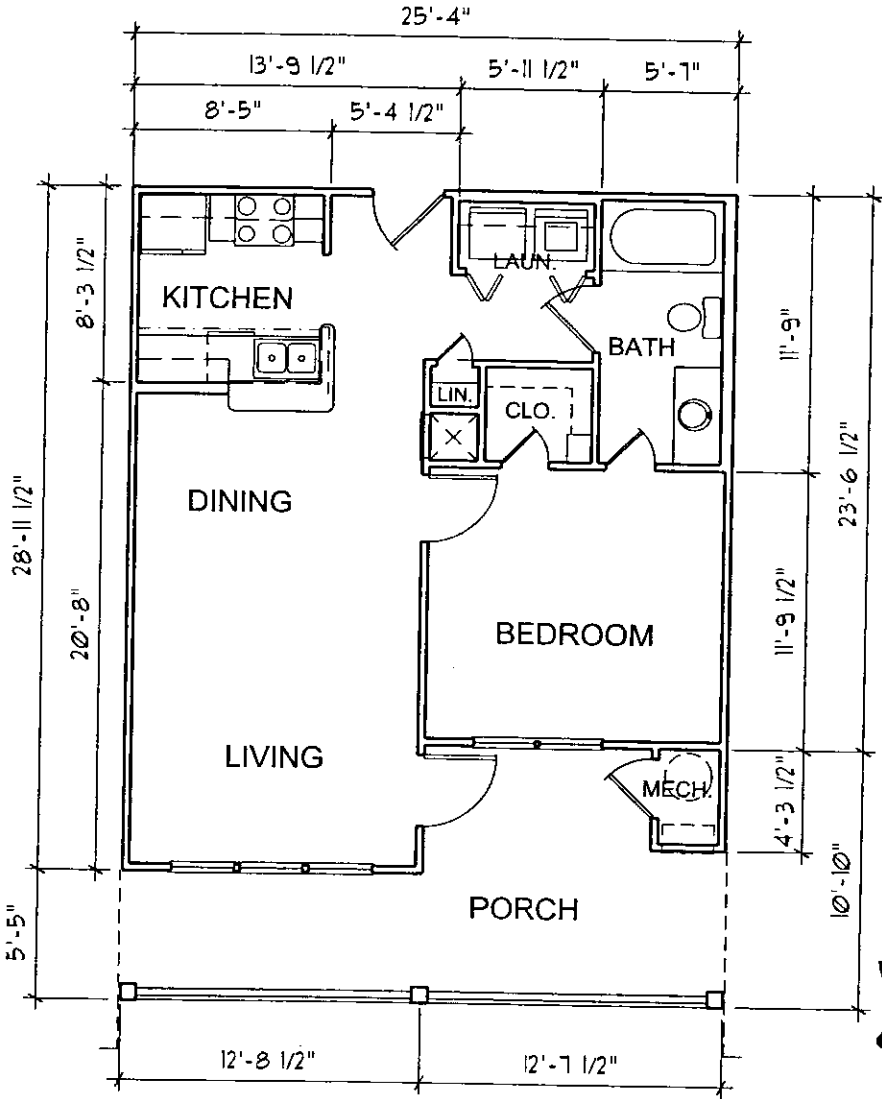
THIS PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS RELATING TO THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. **59**



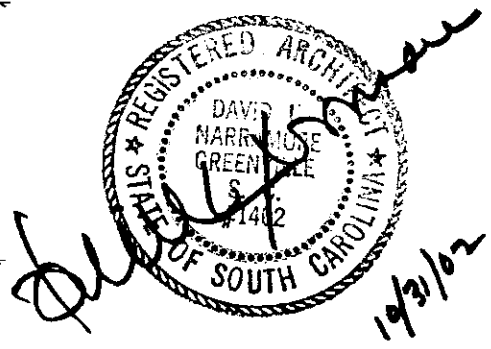
UNIT TYPE 1X SB R
 UNIT NUMBER 804
 PORCH: 132 SF



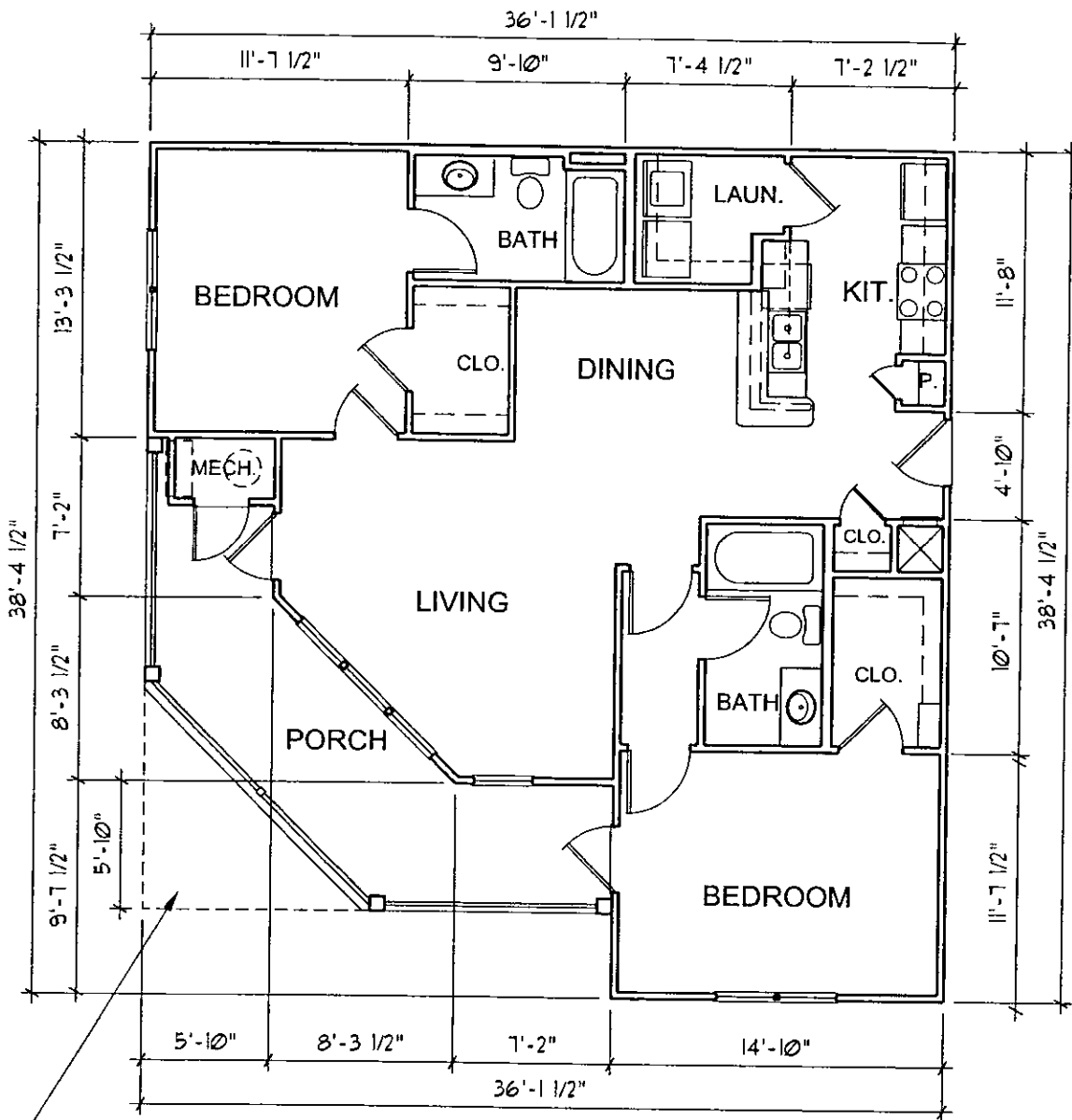
UNIT TYPE 1X BB R
 UNIT NUMBERS
 809, 1408, 1422

UNIT AREA: 645 SF
 PORCH: 192 SF

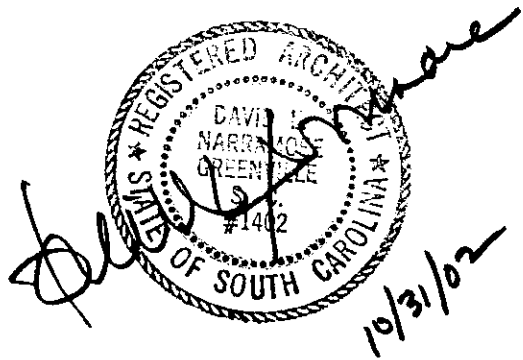
UNIT TYPE 1X SB R
 UNIT TYPE 1X BB R



FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 TIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 HER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 AND THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



PORCH @ 701, 801, 806
234 SF



UNIT NUMBERS

701, 711, 716, 721, 726,
801, 806, 811, 816

UNIT AREA: 1028 SF
PORCH: 181 SF

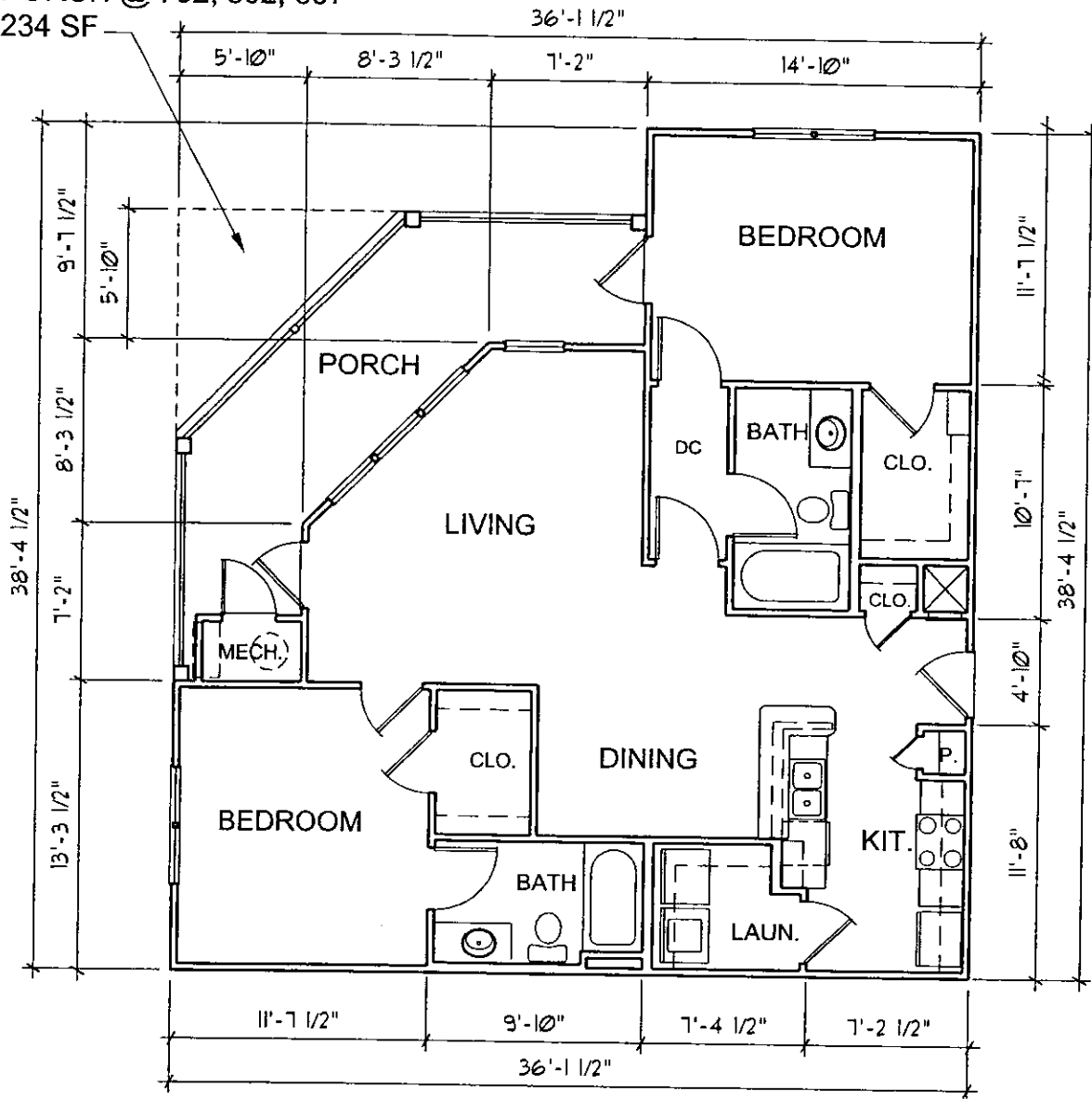
UNIT TYPE 2C

FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
SHOWNS HEREON ARE ONLY APPROXIMATIONS. ANY
PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
RELATING TO THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. **61**

PORCH @ 702, 802, 807
234 SF



David Narmore

10/21/02

REGISTERED ARCHITECT
DAVID NARMORE
GREENVILLE
S.C.
#1102
STATE OF SOUTH CAROLINA

UNIT NUMBERS
702, 712, 717, 722, 727,
802, 807, 812, 817

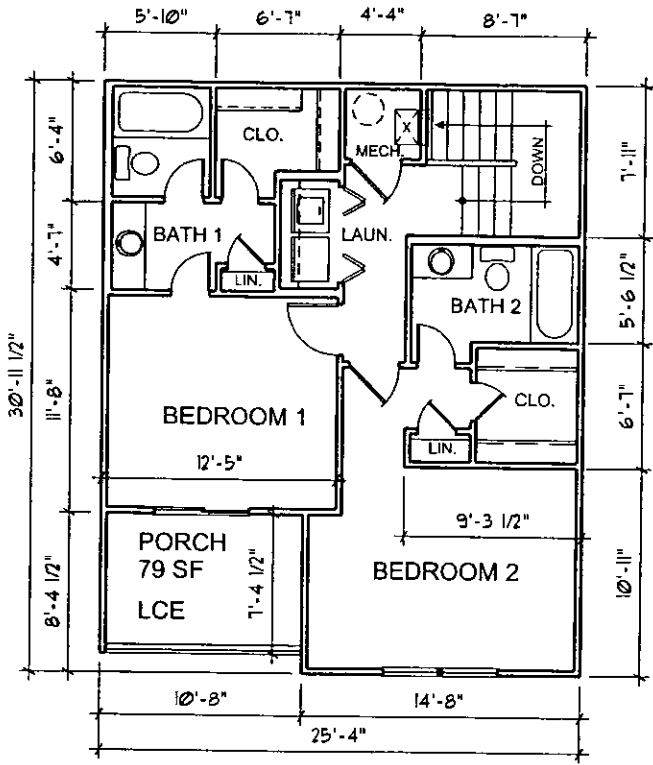
UNIT AREA: 1028 SF
PORCH: 181 SF

UNIT TYPE 2C R

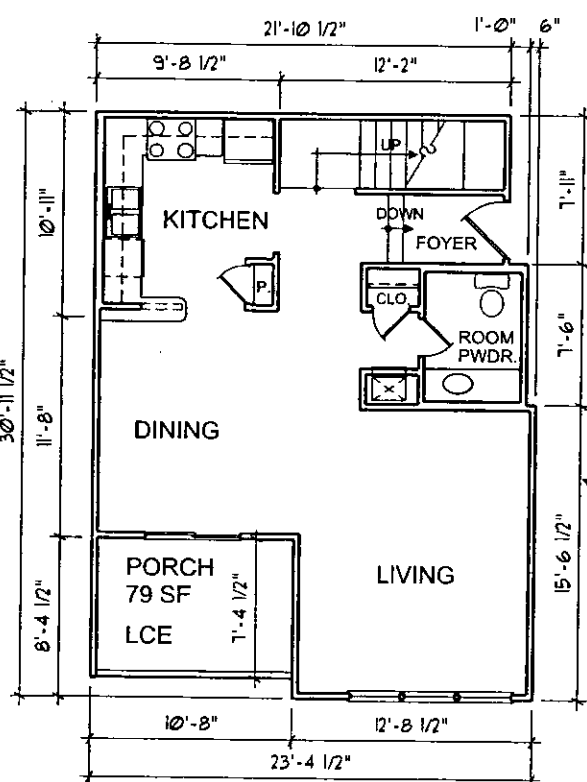
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

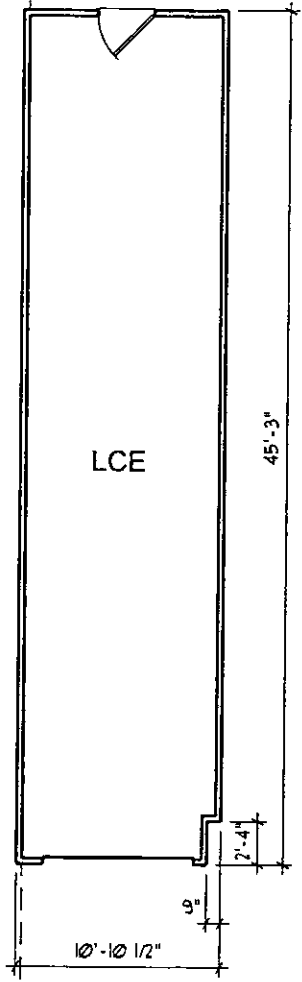
SHEET NO. 62



2nd FLOOR

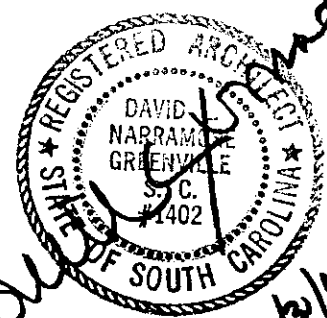


1st FLOOR



GARAGE

UNIT NUMBERS
103, 403, 603,
1003, 1103, 1203

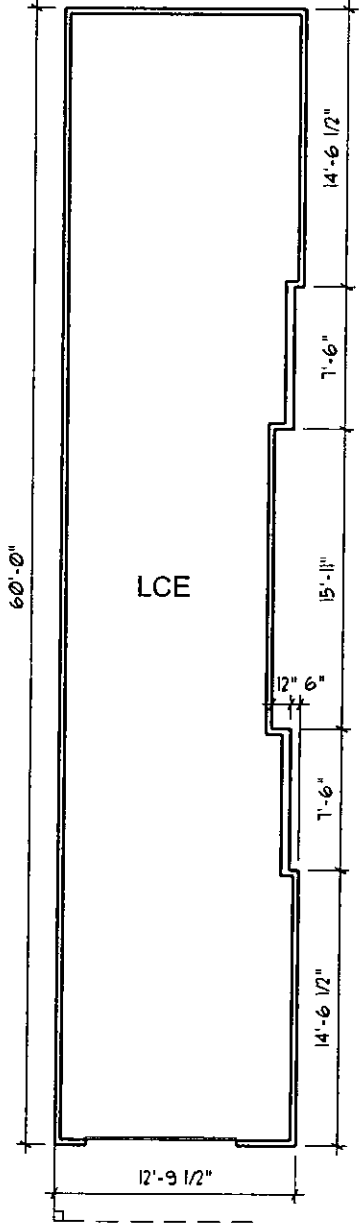


David Nabram
19/2/02

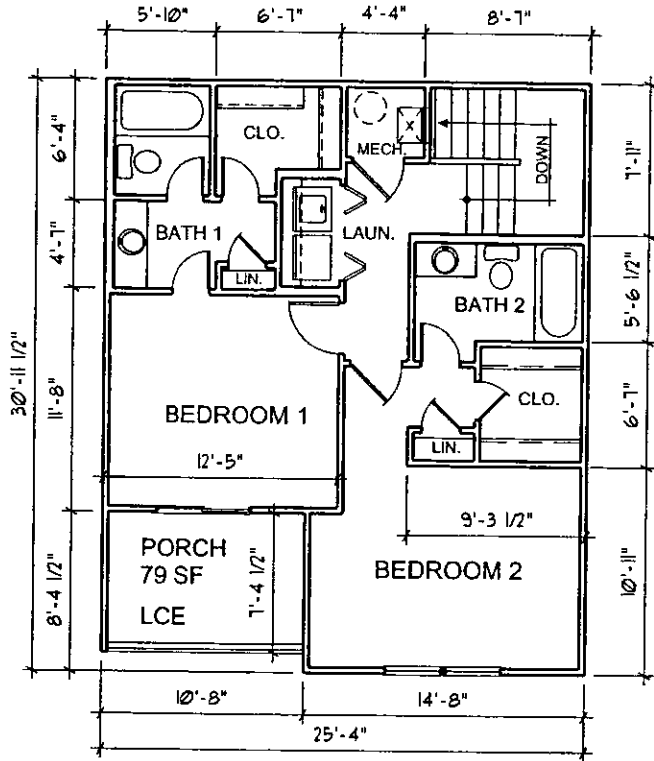
1st FLOOR	588 SF
2nd FLOOR	663 SF
GARAGE	456 SF
TOTAL	1709 SF

UNIT TYPE 2H - 2

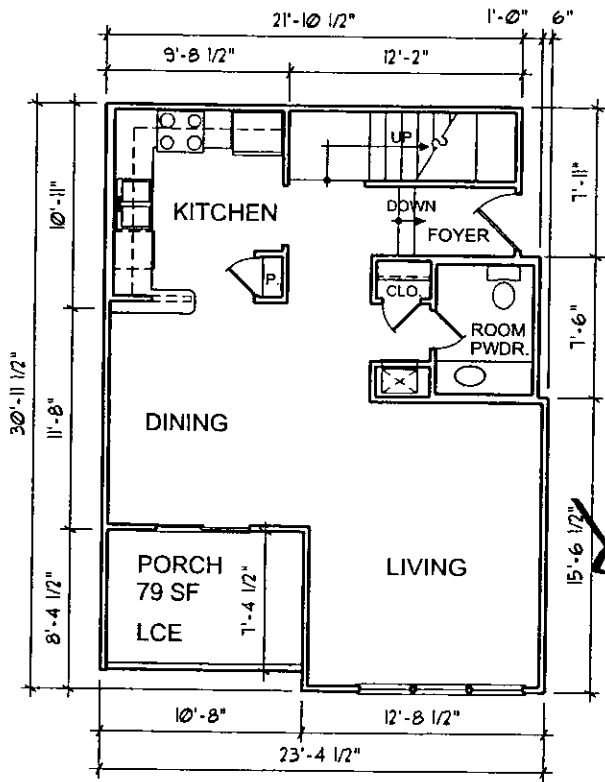
FLOOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE NOTATIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



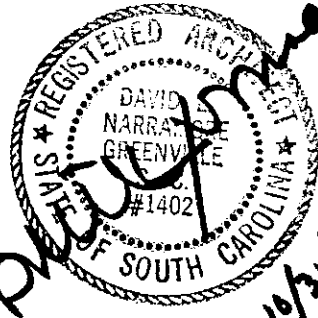
GARAGE



2nd FLOOR



1st FLOOR



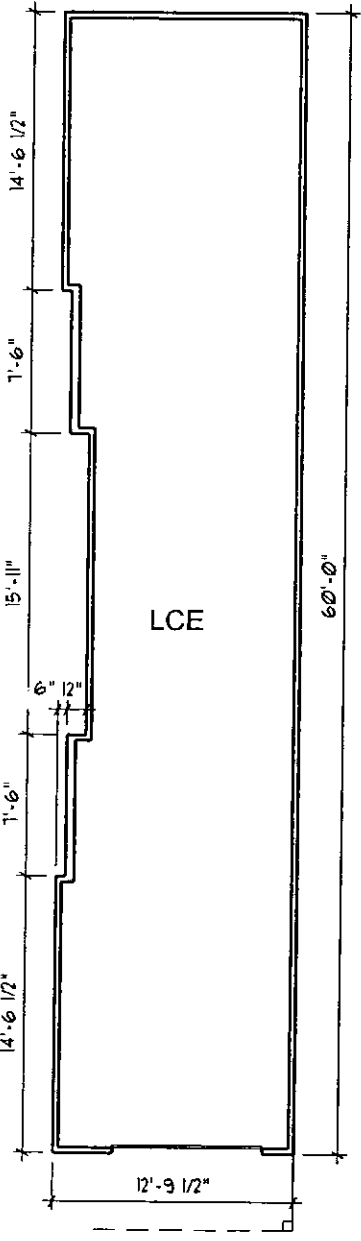
David Narramore
10/3/02

1st FLOOR	588 SF
2nd FLOOR	663 SF
GARAGE	691 SF
TOTAL	1942 SF

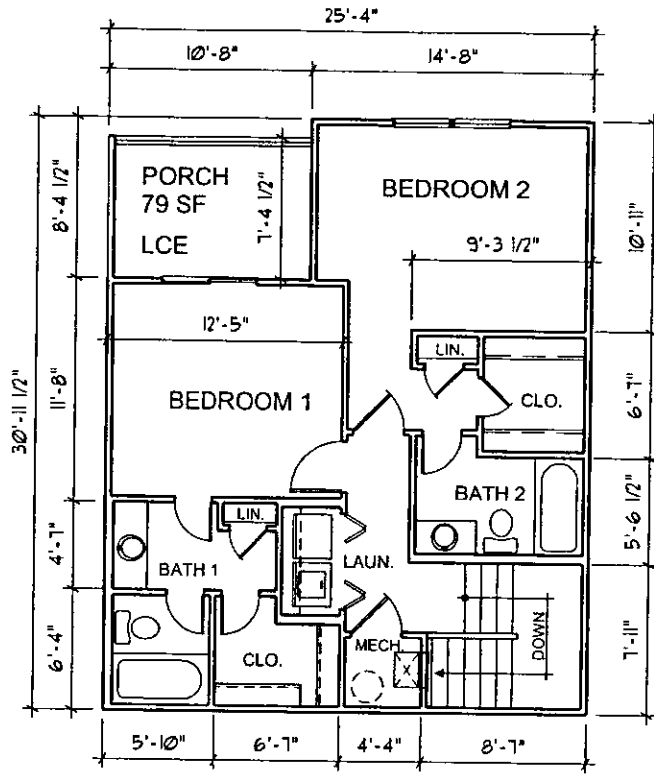
UNIT NUMBERS
105, 405, 605, 1005, 1105, 1205

UNIT TYPE 2H - 3

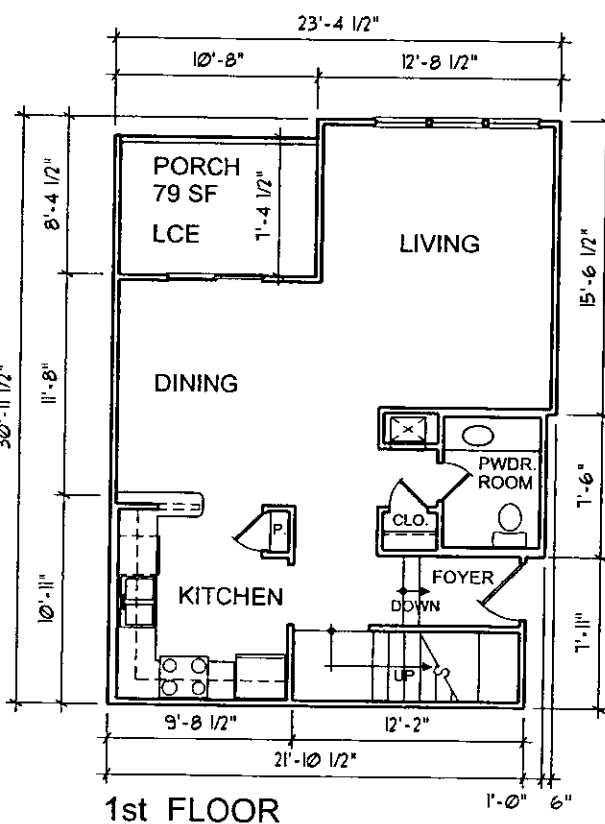
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE...
REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



GARAGE



2nd FLOOR



1st FLOOR

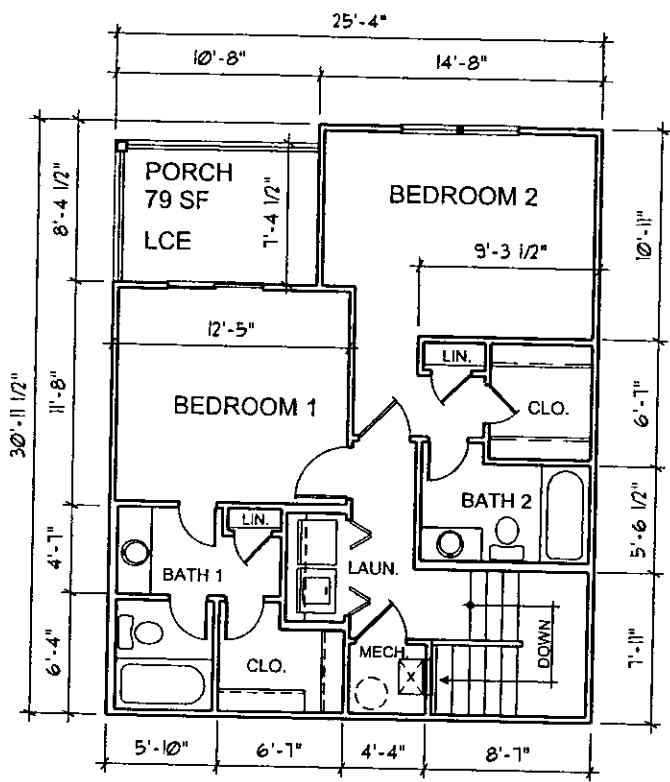


1st FLOOR	588 SF
2nd FLOOR	663 SF
GARAGE	691 SF
TOTAL	1942 SF

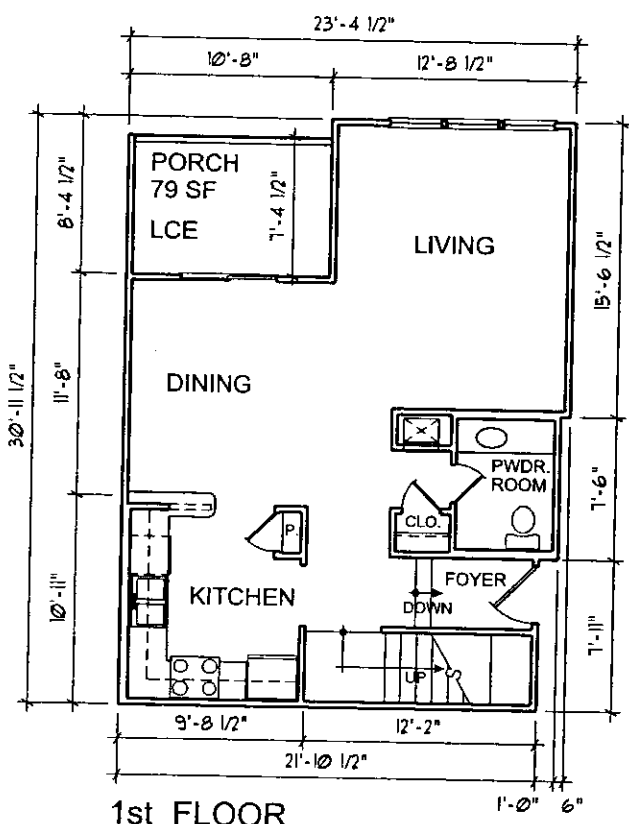
UNIT NUMBERS
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UNIT TYPE 2H - 3 R

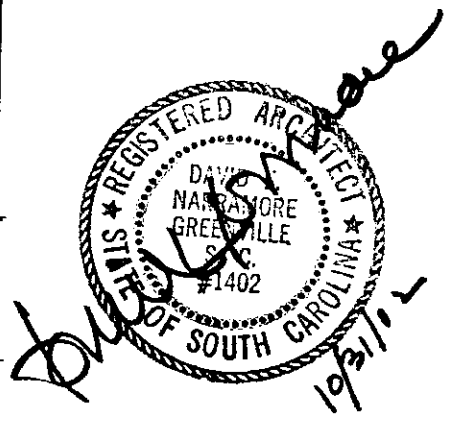
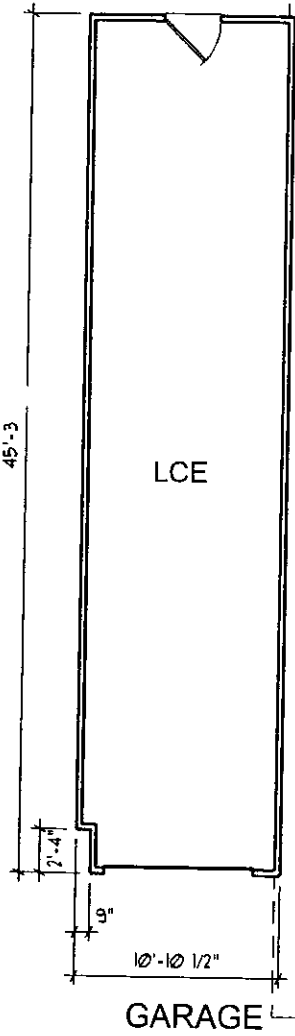
THIS PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



2nd FLOOR



1st FLOOR



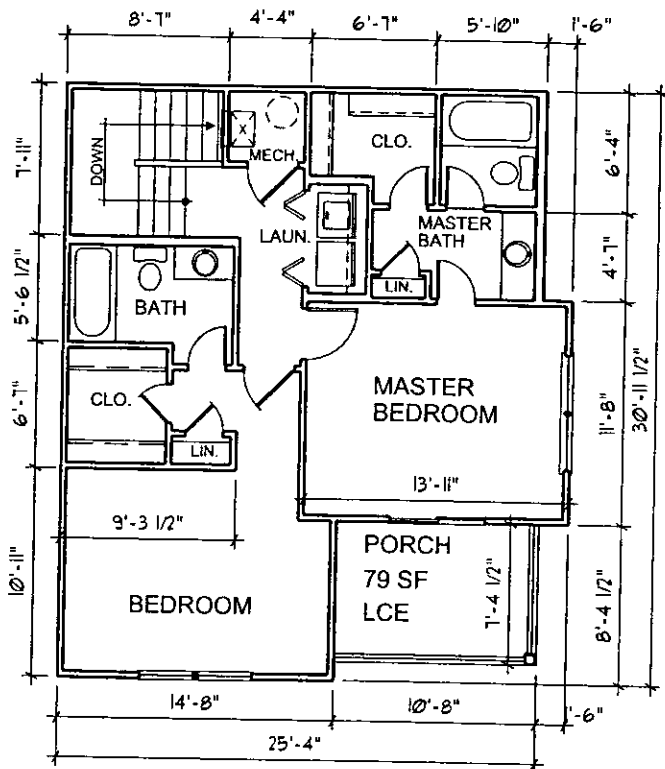
1st FLOOR	588 SF
2nd FLOOR	663 SF
GARAGE	458 SF
TOTAL	1709 SF

UNITS NUMBERS

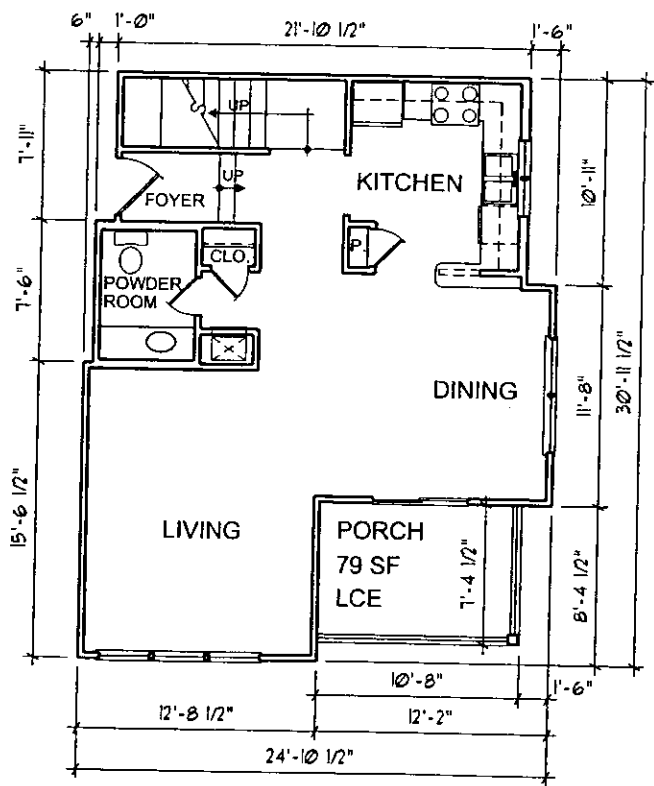
104, 404, 604, 1004, 1104, 1204

UNIT TYPE 2H - 2 R

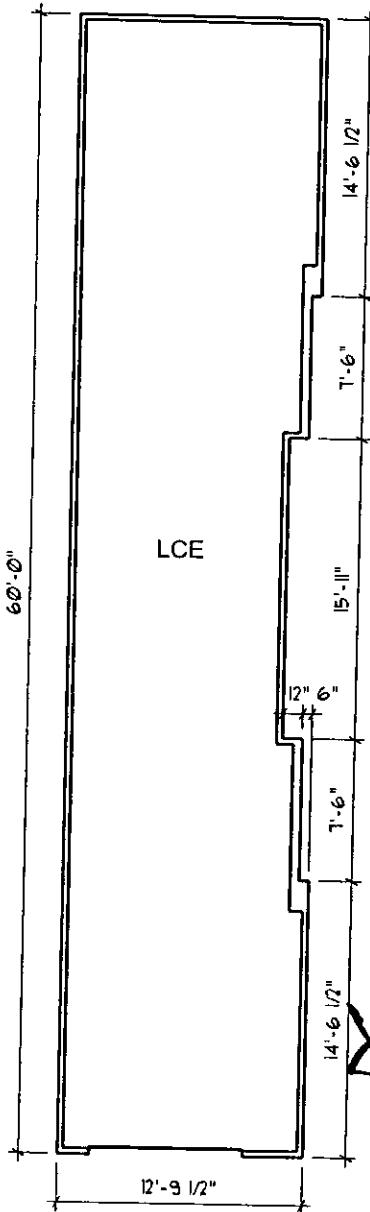
THIS PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



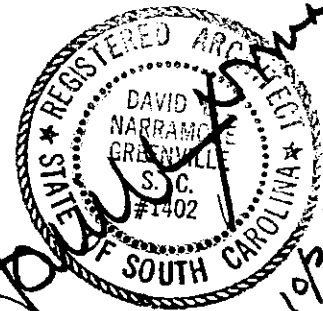
2nd FLOOR



1st FLOOR



GARAGE



1st FLOOR	604 SF
2nd FLOOR	679 SF
GARAGE	691 SF
TOTAL	1974 SF

UNIT NUMBERS

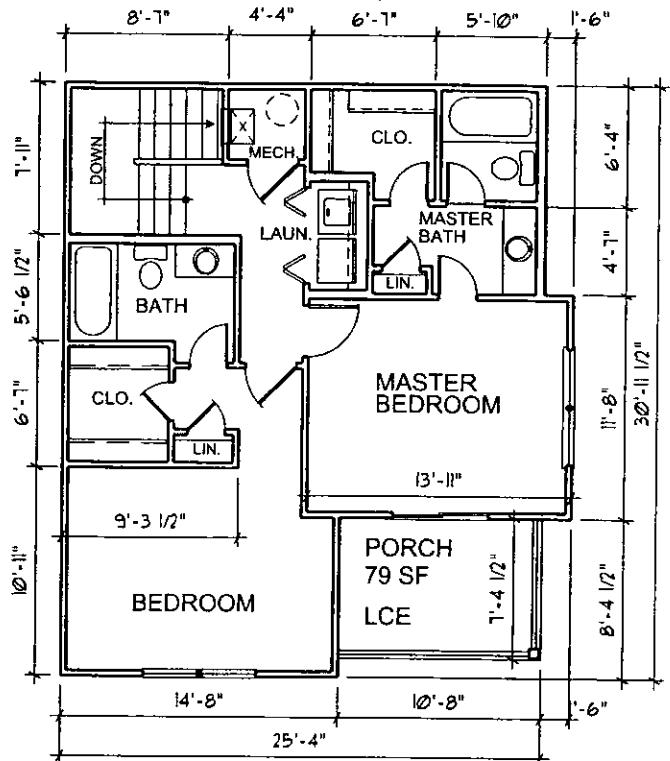
202, 1202

UNIT TYPE 2HE - 3 R

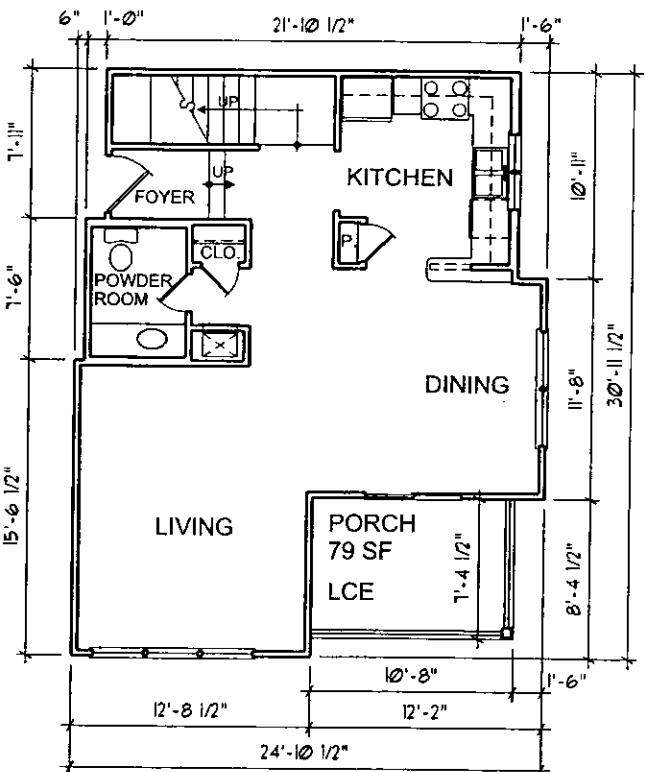
BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 66

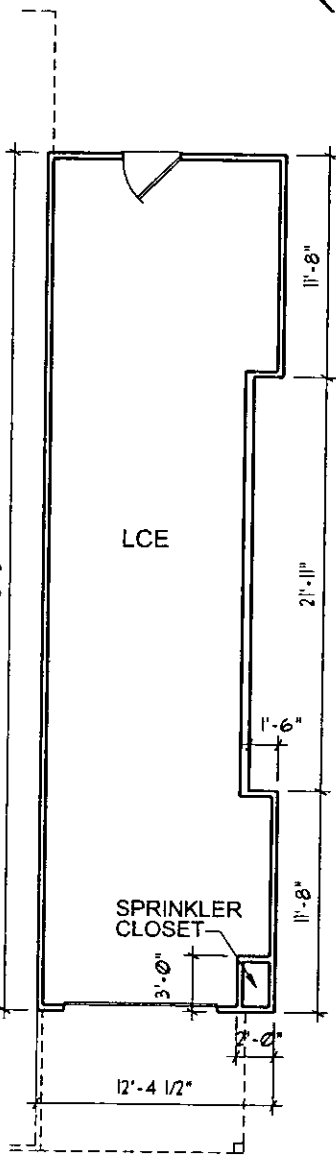
THIS PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS RELYING ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



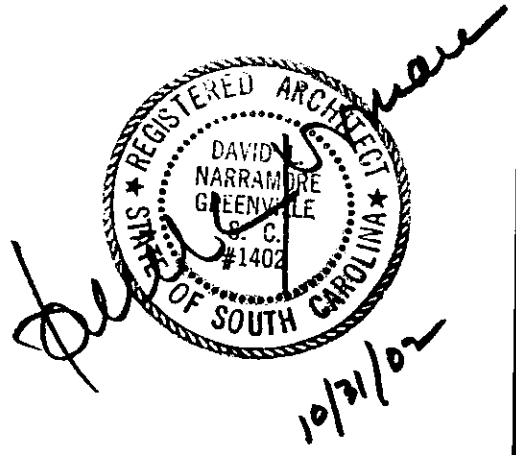
2nd FLOOR



1st FLOOR



GARAGE

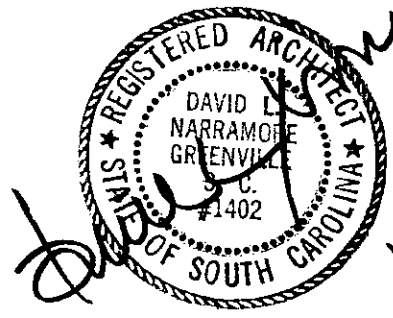
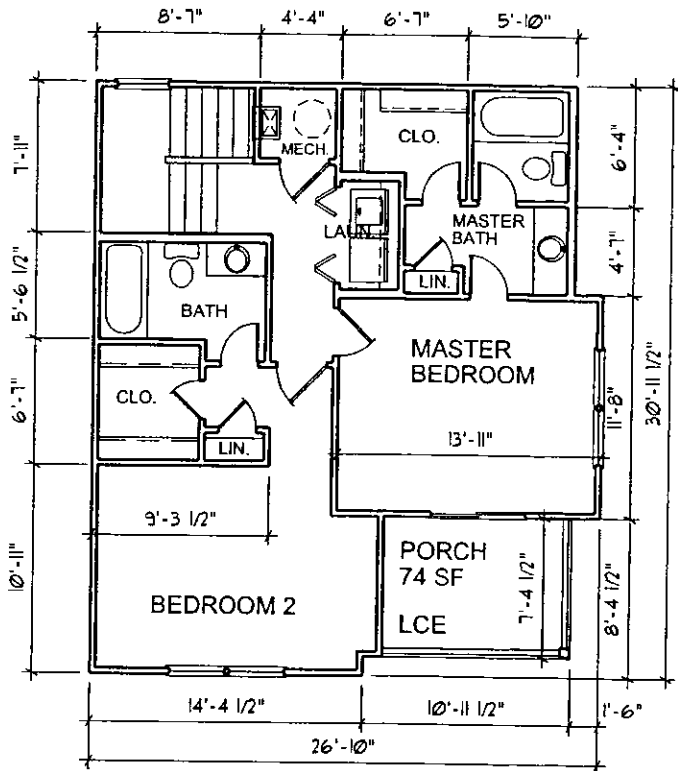


1st FLOOR	604 SF
2nd FLOOR	679 SF
GARAGE	489 SF
TOTAL	1772 SF

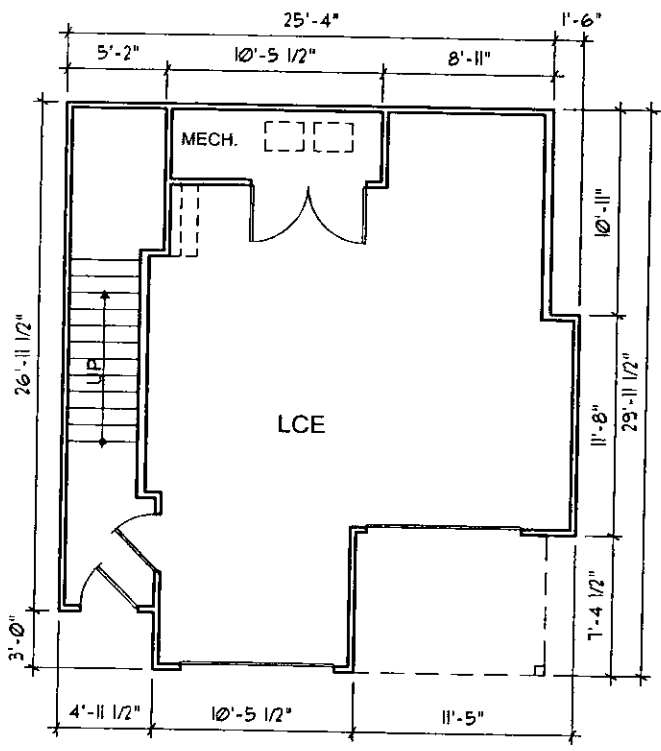
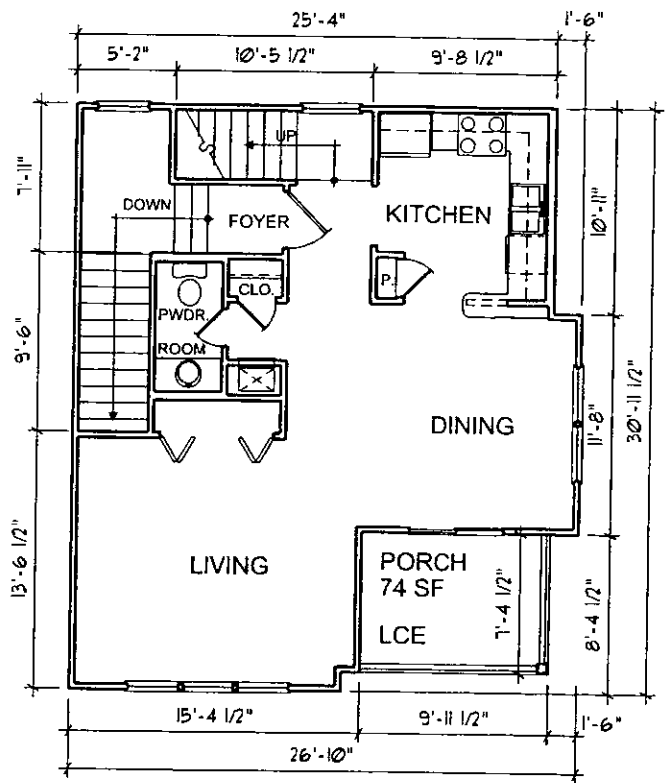
UNIT NUMBERS
204, 1208

UNIT TYPE 2HE - 2 R

FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY USER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



more
 10/3/02



1st FLOOR	684 SF
2nd FLOOR	684 SF
GARAGE	654 SF
TOTAL	2022 SF

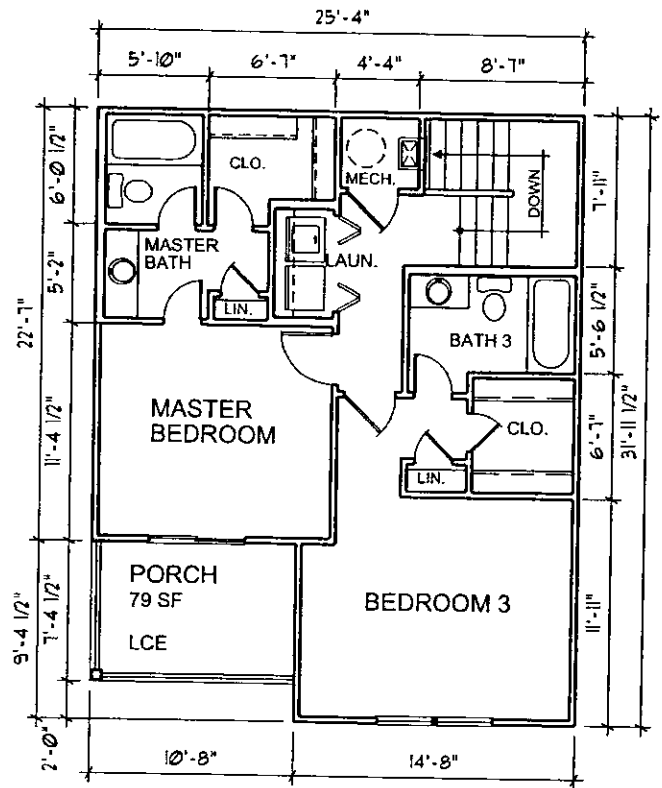
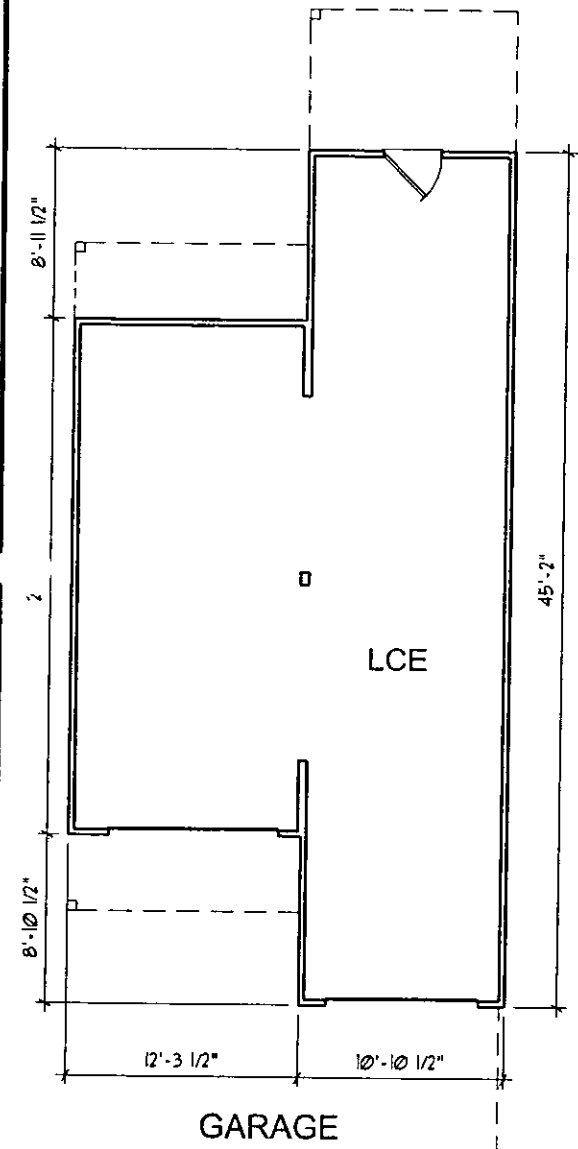
UNIT NUMBER 109

UNIT TYPE 2HE Sp

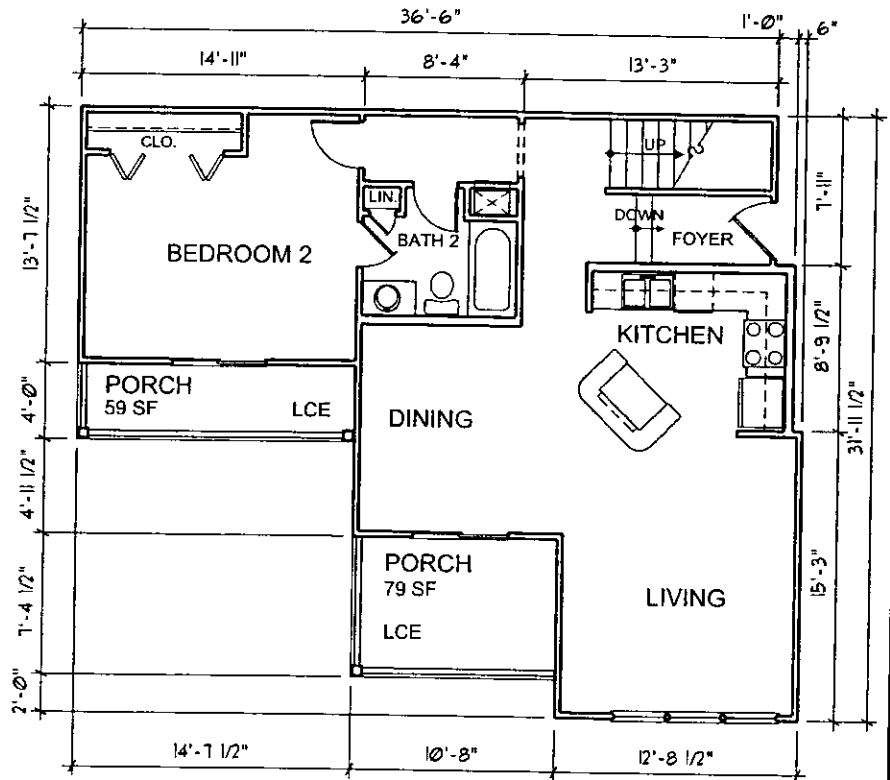
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREIN ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS CONTAINED IN THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. 67



2nd FLOOR



1st FLOOR

UNIT NUMBERS
101, 301, 401, 501,
601, 901, 1001, 1101

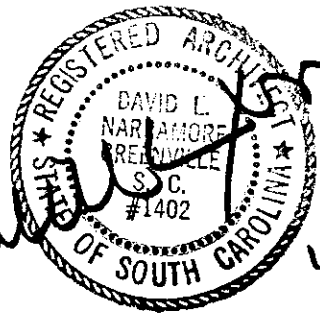
1st FLOOR 788 SF
2nd FLOOR 677 SF
GARAGE 788 SF
TOTAL 2253 SF

UNIT TYPE 3B - 3

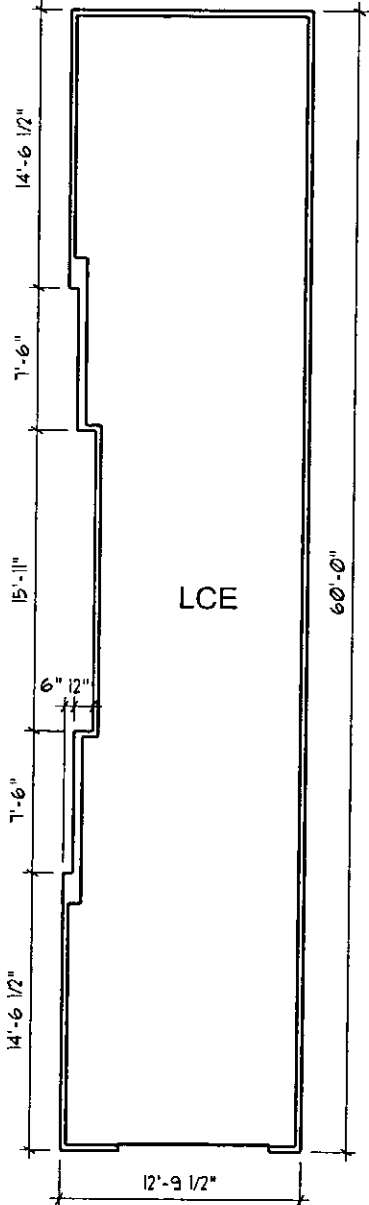
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY USER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS INCLUDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

BRIGHTON BAY HORIZONTAL PROPERTY REGIME

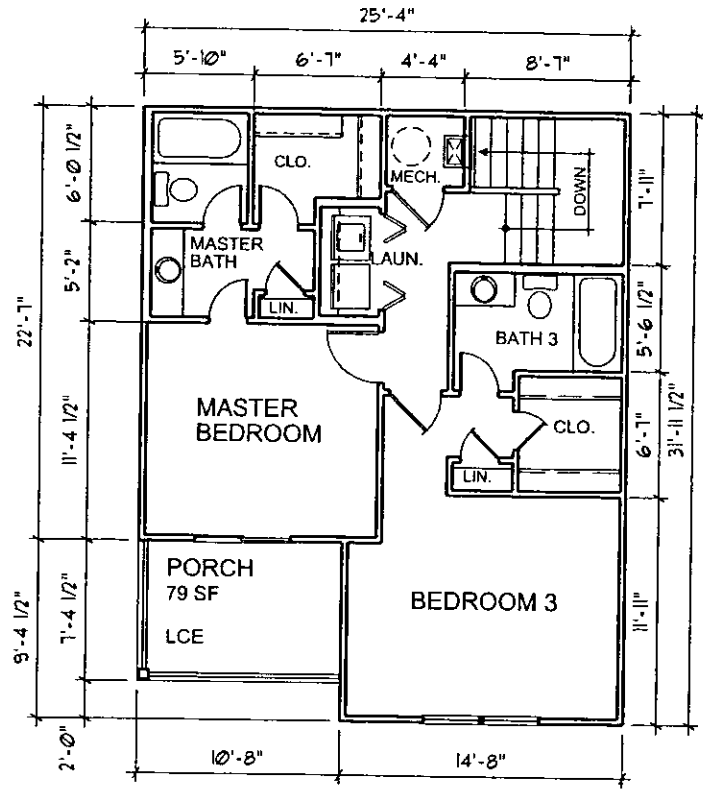
SHEET NO. 68



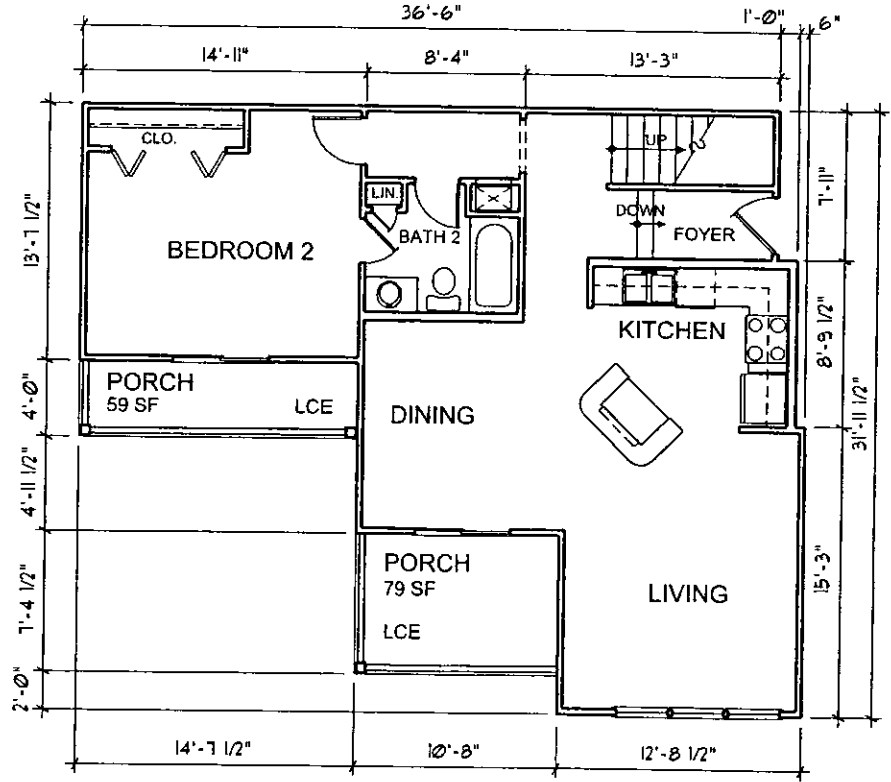
Handwritten signature: David L. Naramore
Handwritten date: 1/23/02



GARAGE



2nd FLOOR



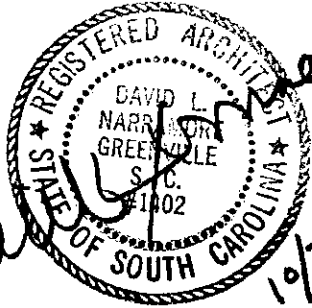
1st FLOOR

UNIT NUMBERS
 303, 407, 503, 607,
 903, 1007, 1107

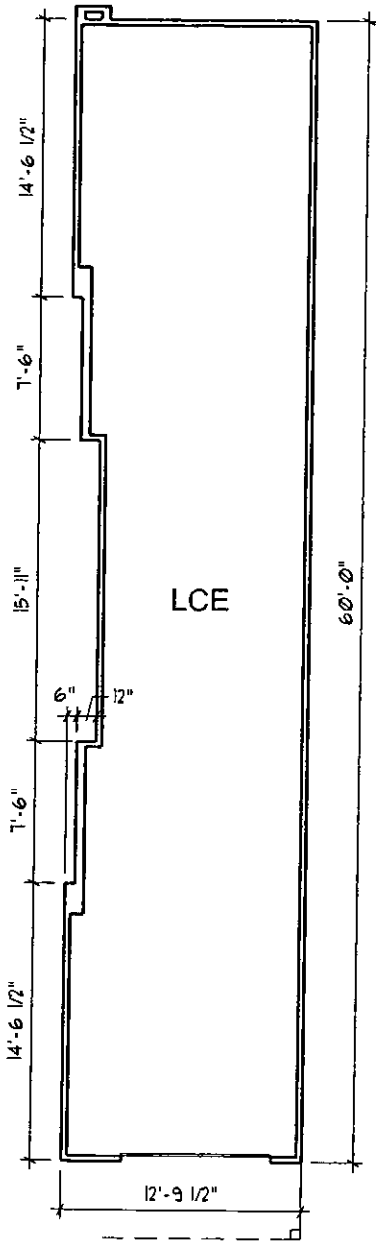
1st FLOOR	788 SF
2nd FLOOR	677 SF
GARAGE	691 SF
TOTAL	2156 SF

UNIT TYPE 3B - 2

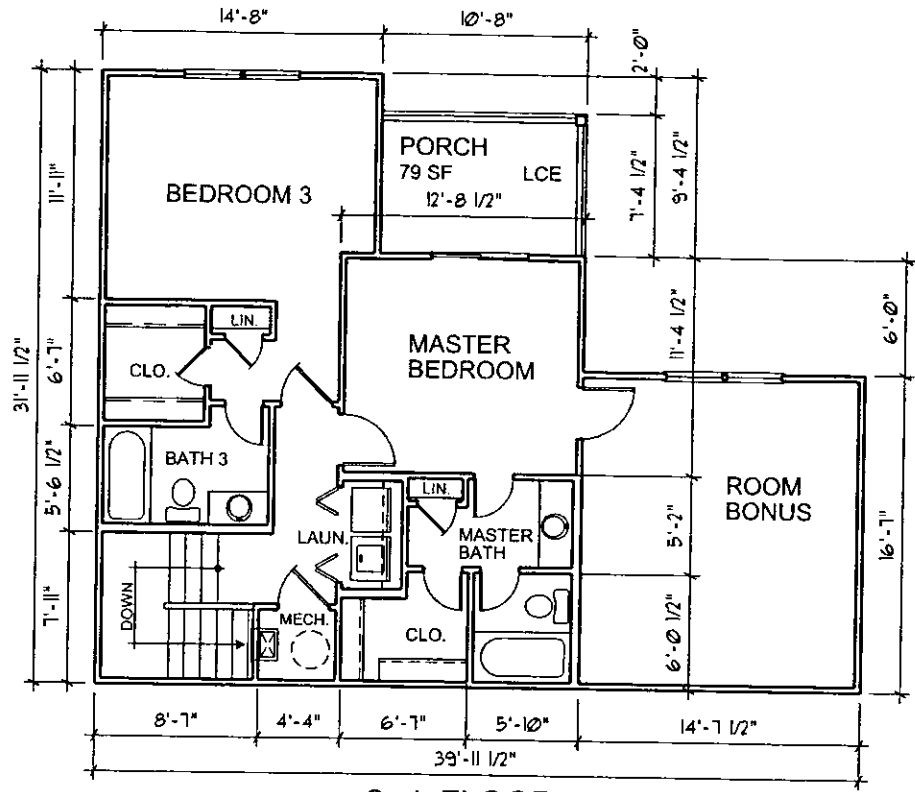
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE
 CONDITIONS SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY
 OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS
 REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN
 INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



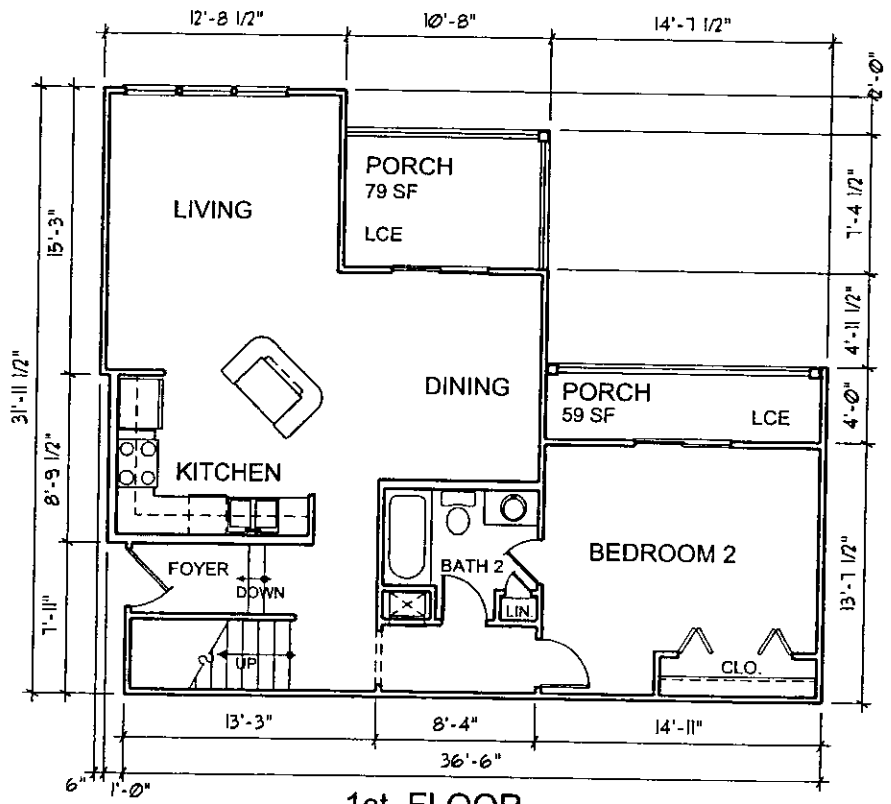
10/31/02



GARAGE



2nd FLOOR



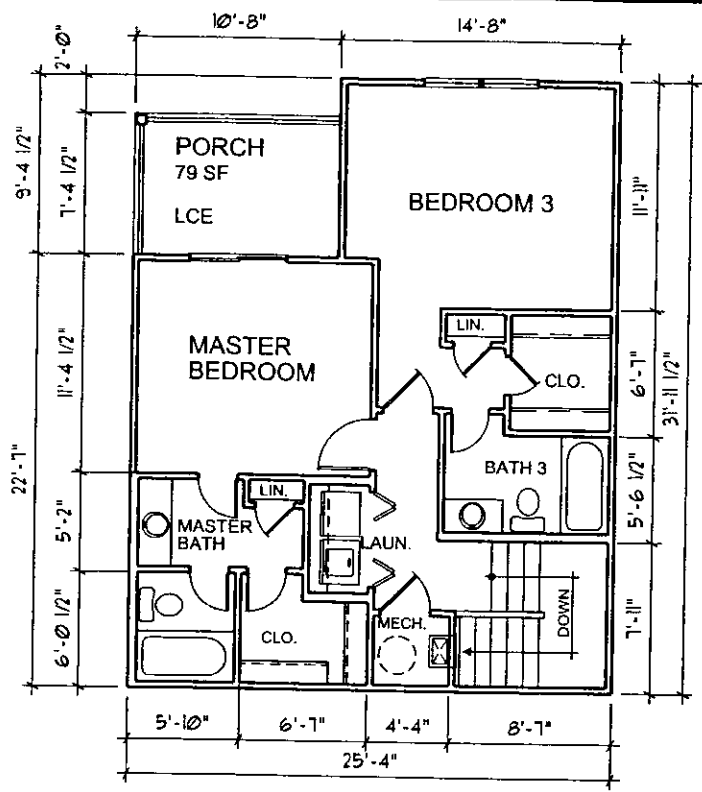
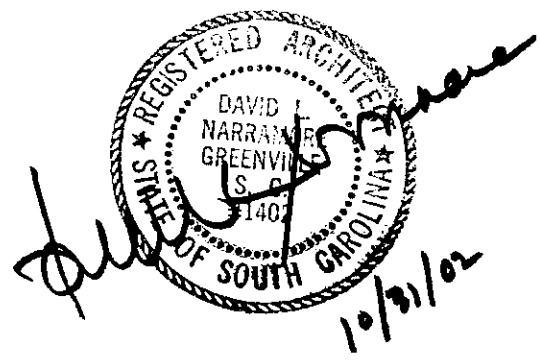
1st FLOOR

1st FLOOR	788 SF
2nd FLOOR	911 SF
GARAGE	691 SF
TOTAL	2390 SF

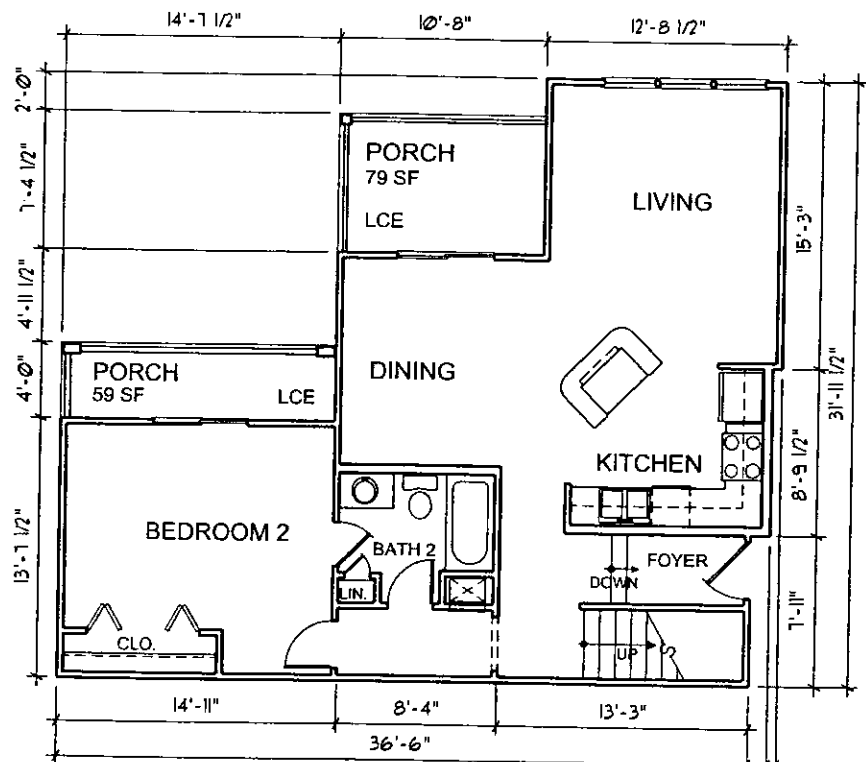
UNIT NUMBER 107

UNIT TYPE 3B - 2 BR

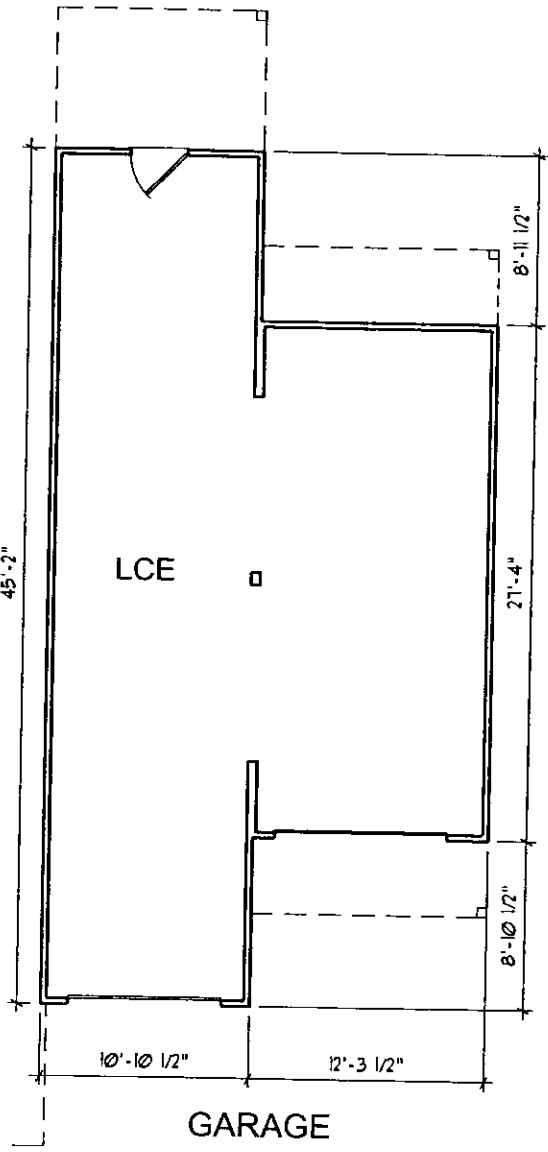
THIS PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



2nd FLOOR



1st FLOOR



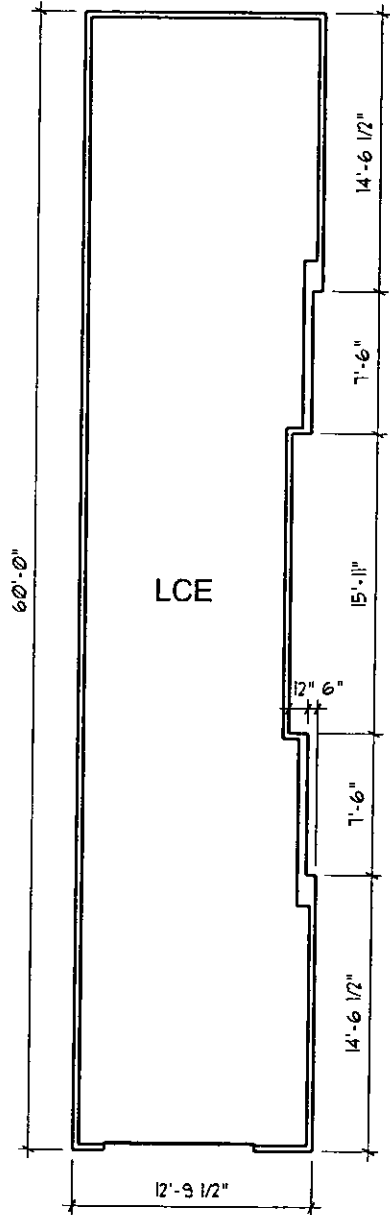
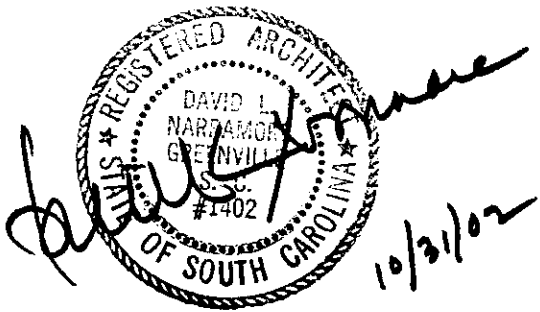
GARAGE

UNIT NUMBERS
304, 408, 504, 608,
904, 1008, 1108

1st FLOOR	788 SF
2nd FLOOR	677 SF
GARAGE	788 SF
TOTAL	2253 SF

UNIT TYPE 3B - 3 R

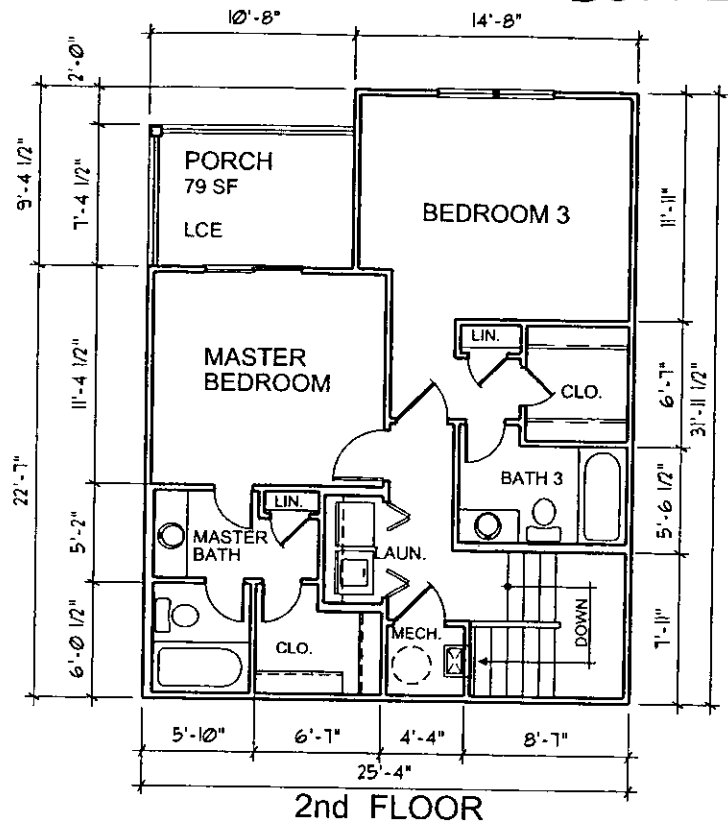
FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS INCLUDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



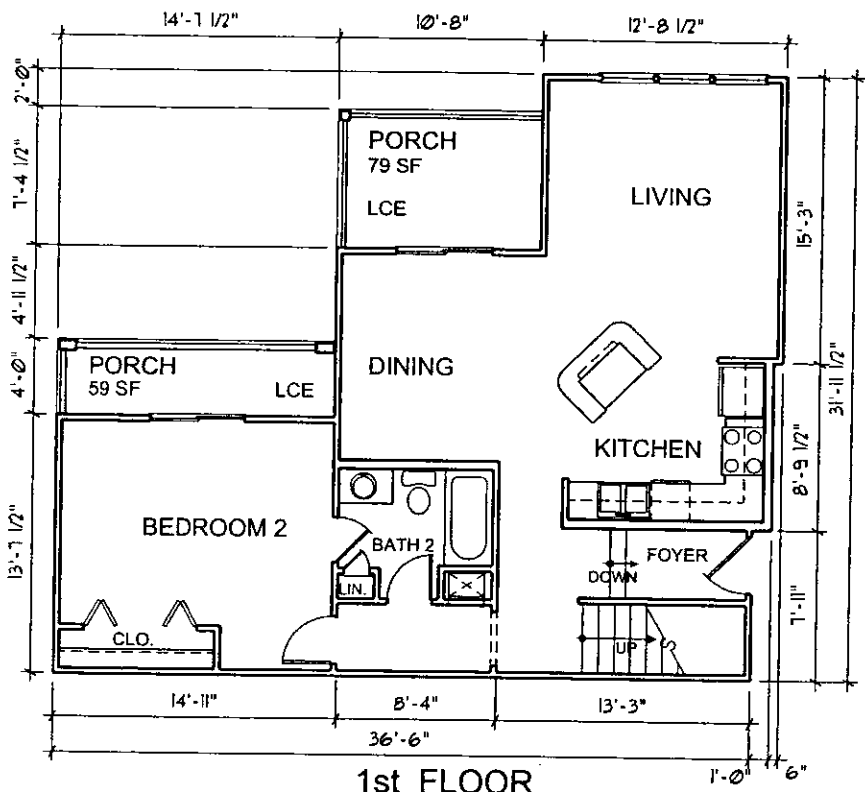
GARAGE

UNIT NUMBERS

102, 302, 402, 502,
602, 902, 1002, 1102



2nd FLOOR

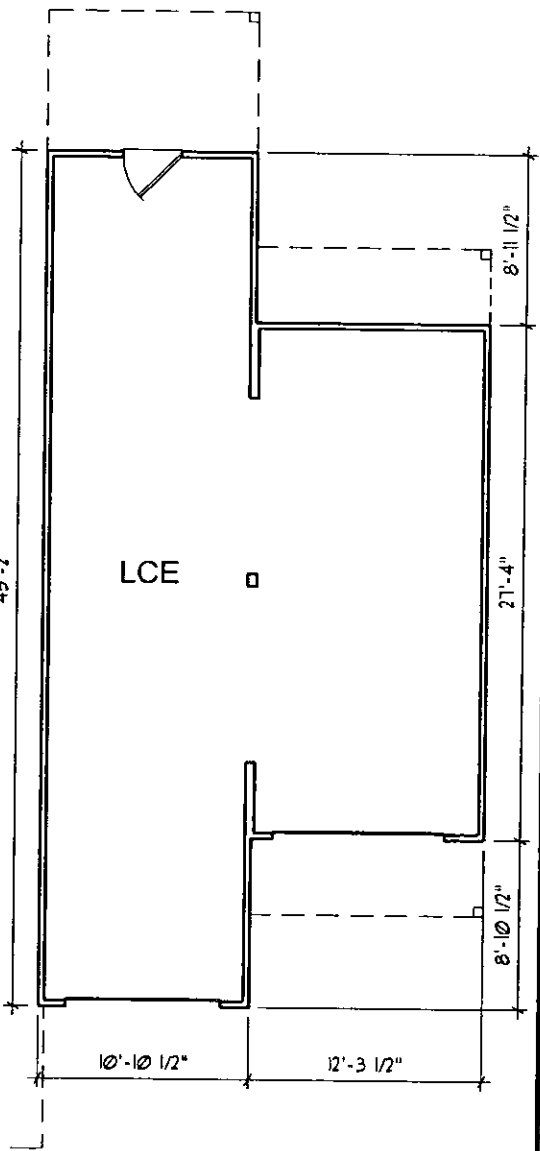
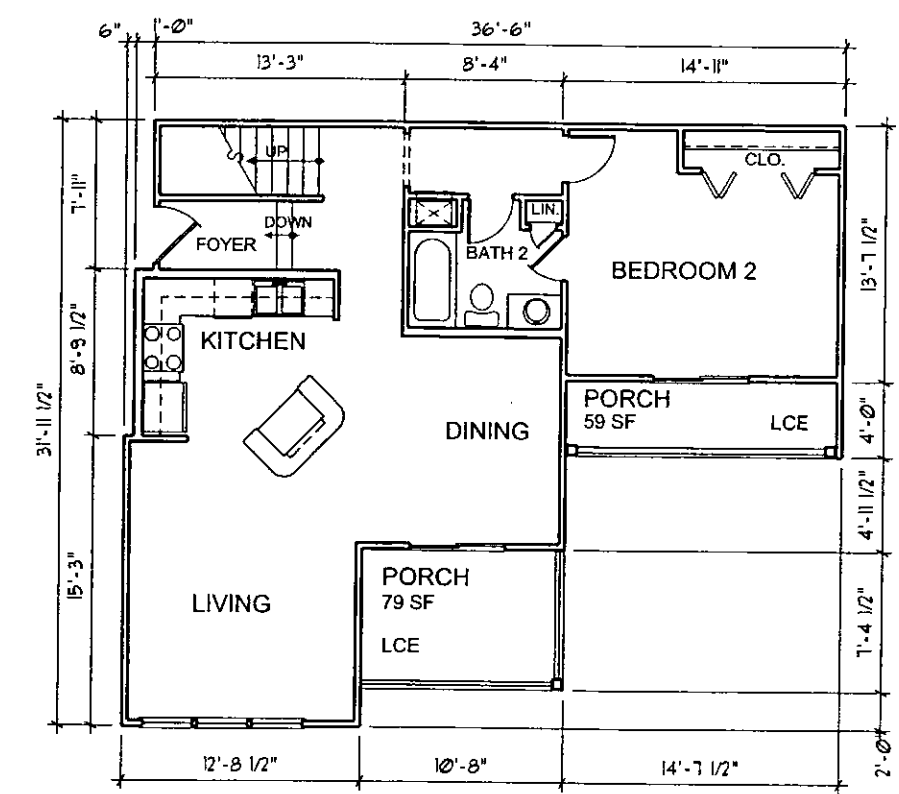
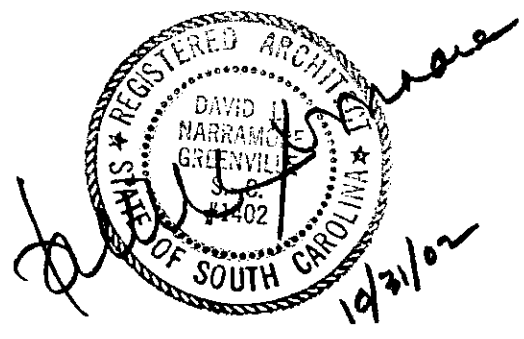
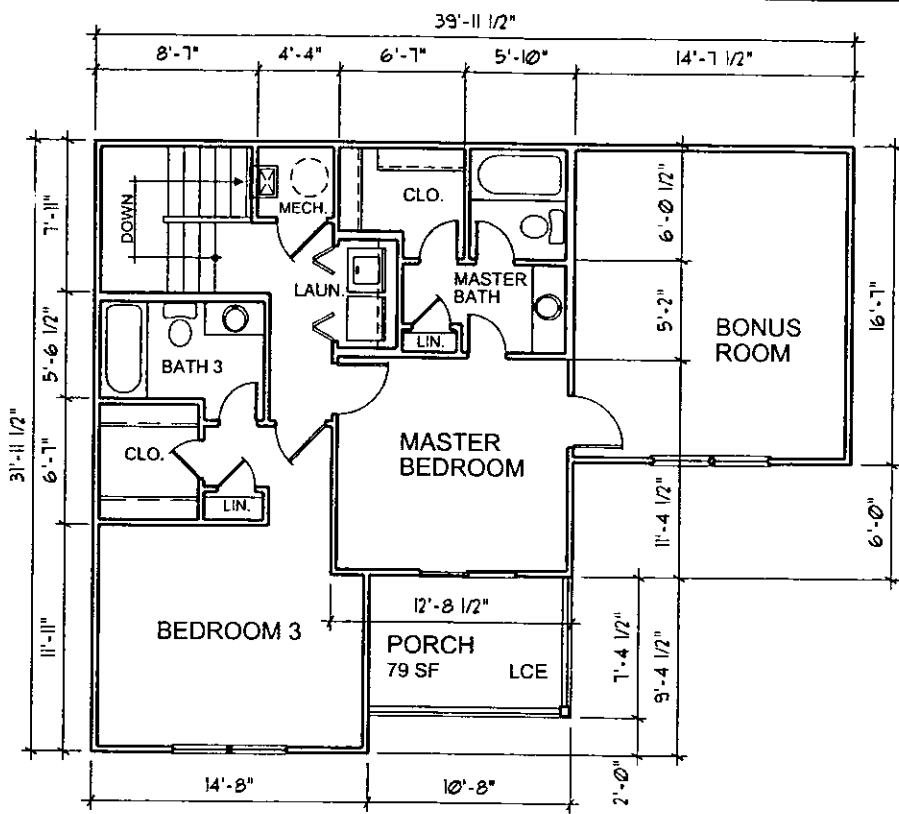


1st FLOOR

1st FLOOR	788 SF
2nd FLOOR	677 SF
GARAGE	691 SF
TOTAL	2156 SF

UNIT TYPE 3B - 2 R

FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.



1st FLOOR	788 SF
2nd FLOOR	911 SF
GARAGE	788 SF
TOTAL	2487 SF

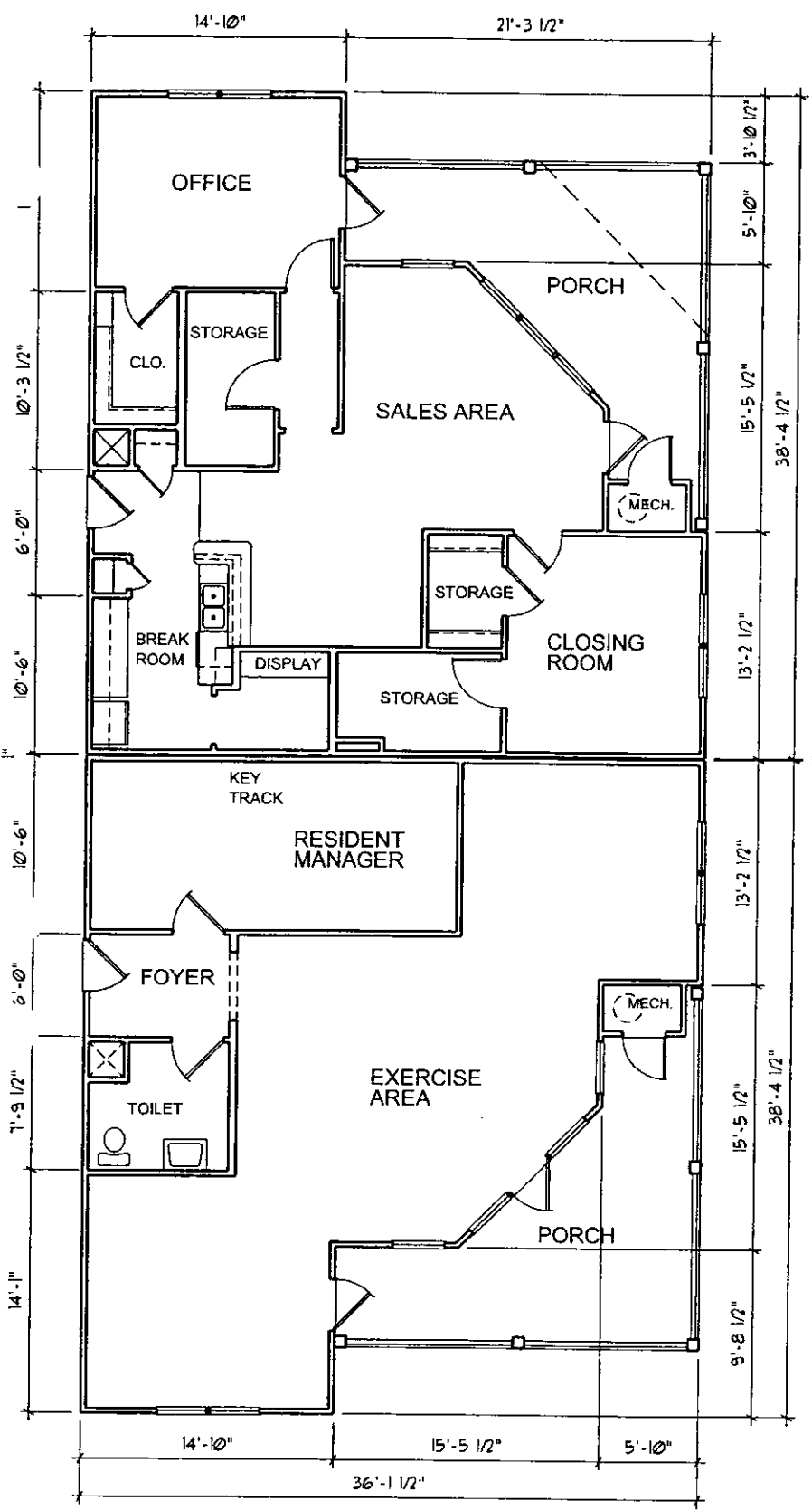
UNIT NUMBER 108

UNIT TYPE 3B - 3 BR R

FOR PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY OWNER WHO IS CONCERNED ABOUT ANY REPRESENTATIONS REGARDING THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

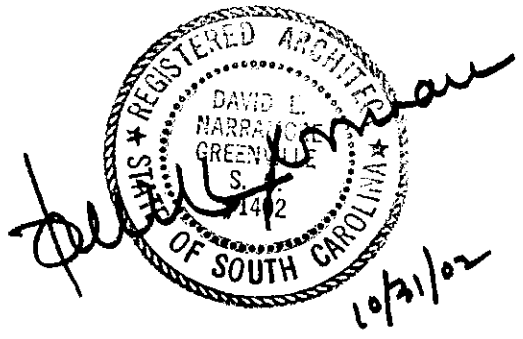
BRIGHTON BAY HORIZONTAL PROPERTY REGIME

SHEET NO. **71**



UNIT NUMBER 706 - SALES CENTER 1028 SF
 UNIT NUMBER 707 - BUSINESS & EXERCISE 1028 SF

UNIT TYPE 2C Sp



THIS PLAN AND THE DIMENSIONS AND SQUARE FOOTAGE SHOWN HEREON ARE ONLY APPROXIMATIONS. ANY PERSON WHO IS CONCERNED ABOUT ANY REPRESENTATIONS ON THIS FLOOR PLAN SHOULD DO HIS OR HER OWN INVESTIGATION AS TO THE MEASUREMENTS AND SQUARE FOOTAGE.

036

EXHIBIT "C-2"
TO MASTER DEED OF
BRIGHTON BAY HORIZONTAL PROPERTY REGIME
ARCHITECT'S CERTIFICATE

This is to certify that Brighton Bay Horizontal Property Regime consists of One Hundred Fifty-three (153) Units numbered as follows:

Unit #'s

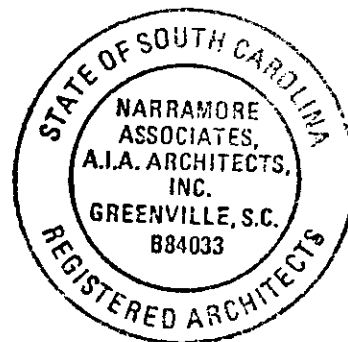
- 101 – 109
 - 201 – 204
 - 301 – 304
 - 401 – 408
 - 501 – 504
 - 601 – 608
 - 701 – 705; 708 – 736
 - 801 – 826
 - 901 – 904
 - 1001 – 1008
 - 1101 – 1108
 - 1201 – 1208
 - 1401 – 1428
- Unit 706 is Sales Office
Unit 707 is Exercise Area

The units are built substantially in accordance with the floor plans attached to the Master Deed creating said Regime, as Exhibit "C-1" to be recorded in the ROD Office for Beaufort County, South Carolina, except for minor variations which are customary in projects of this nature.

Narramore Associates, Inc.

By: *David Narramore*

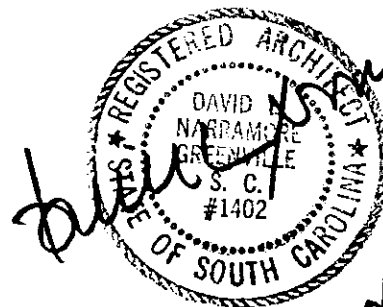
S.C. Registration # 1402



Certified to this 31st day of October, 2002

Julia Goldsmith
Notary Public for South Carolina

My Commission Expires: 01/09/2007



Tennessee
STATE OF ~~SOUTH CAROLINA~~)
Hamilton)
COUNTY OF ~~BEAUFORT~~)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Greg Callum personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**.

Witness my hand and seal this 19th day of November, 2002.

Mitzi A. Stewart (L.S.)
Notary Public for Tennessee

My Commission Expires: 8.6.05

EXHIBIT "D"
TO MASTER DEED OF
BRIGHTON BAY HORIZONTAL PROPERTY REGIME

BY-LAWS OF BRIGHTON BAY HORIZONTAL PROPERTY REGIME
AND THE BRIGHTON BAY OWNERS' ASSOCIATION, INC.

ARTICLE I

PLAN OF UNIT OWNERSHIP

The following By-Laws shall govern the operation of Brighton Bay Owners' Association Inc.

Section 1. HORIZONTAL PROPERTY REGIME. The term "Property" as used herein means and includes the land, the buildings, improvements and structures thereon) located on Hilton Head Island, in Beaufort County, South Carolina, known as BRIGHTON BAY HORIZONTAL PROPERTY REGIME has been, by Master Deed, submitted to the provisions of the Horizontal Property Act of South Carolina, which said Property shall hence be known as BRIGHTON BAY HORIZONTAL PROPERTY REGIME (hereinafter referred to as "Regime").

Section 2. ASSOCIATION. In conjunction of the creation of above described Regime there also has been incorporated under the laws of the State of South Carolina as Association known as Brighton Bay Owners Association, Inc. (hereinafter referred to as "Association") which pursuant to the provisions of the aforementioned Master Deed, constitutes the incorporated Brighton Bay council of Co-Owners. The offices of the Association shall be at the offices of BRIGHTON BAY ASSOCIATES, L.P. (hereinafter referred to as "Declarant"), at 80 Paddleboat Lane, Hilton Head Island, South Carolina 29928, or such other place as subsequently designated by the Board of Directors of the Association.

Section 3. BY-LAWS APPLICABILITY. The provisions of these By-Laws are applicable to the Property and the Regime. All terms used herein and not otherwise defined shall have the meaning ascribed to them in the MASTER DEED, certain provisions of which Master Deed may be repeated in full or in part.

The same as

Section 4. PERSONAL APPLICATION. All present or future Co-Owners, tenants, future tenants, or their employees, or any other person who 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 as they may be amended from time to time. The mere acquisition or rental of any of the Dwelling Units (hereinafter) usually referred to as "Unit") as defined in the Master Deed of the Property or the mere act of occupancy of any of said Units will signify that these By-Laws, the provisions of the Master Deed, the Covenants as defined in Section 15 of the Master Deed and any authorized, recorded Amendments to the foregoing Master Deed are accepted and ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF CO-OWNERS QUORUM, PROXIES

Section 1. ELIGIBILITY. Any person who acquires title to a Unit in the Regime is deemed to have consented to be a Member of the Association. There shall be one membership for each Unit owned. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If Unit is vested in more than one person, then all of the persons so owning such Unit shall agree upon the designation of one of the Co-Owners of such Unit to act as a Member of the Association. If Unit ownership is vested in a Corporation, Limited Liability Company, or Partnership, said entity may designate an individual officer or employee, partner or member of the Corporation, Limited Liability or Partnership to act as a Member of the Association.

Section 2. VOTING. Voting shall be on a percentage basis and the percentage of the vote to which the Co-Owner is entitled is the statutory percentage assigned to the Unit or Units in the Master Deed.

Section 3. MAJORITY OF CO-OWNERS. As used in these By-Laws, the term "majority of Co-Owners" shall mean those Co-Owners holding fifty-one (51%) percent or more of the total statutory value of the Property, in accordance with the statutory percentages assigned in the Master Deed, and any authorized Amendments thereto.

Section 4. QUORUM. Except as otherwise provided in Article III, Section 7 and elsewhere in these By-Laws, the presence in person or by proxy

of a majority of Co-Owners as defined in Section 3 of this Article shall constitute a quorum.

Section 5. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

Section 6. MAJORITY VOTE. The vote of a majority of the Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or in these By-Laws or by law, a higher percentage is required.

ARTICLE III

BRIGHTON BAY OWNERS' ASSOCIATION

Section 1. ASSOCIATION RESPONSIBILITIES. The Co-Owners of the Unit will constitute the Association which will have the responsibility of administrating the Property and electing the Board of Directors. Except as otherwise provided herein or in the Master Deed or By-Laws, decisions and resolutions of the Association shall require approval by a majority of Co-Owners.

Section 2. PLACE OF MEETINGS. All meetings, annual and special, of the Association shall be at the offices of the Association, or at such other place and at such time convenient to the Co-Owners, as shall be designated by the Board of Directors of the Association or the Management Agent and approved by the Declarant during the Declarant Control Period and state in the Notice of Meeting.

Section 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held at the call of the President once a year during the month of November or at such other time as a majority of the Co-Owners may agree upon. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws provided, however, that pursuant to Article 9 of the Master Deed, the Declarant may appoint or remove officers and members of the Board during the Declarant Control Period. There shall be a report by the President or Secretary-Treasurer on the activities and financial condition of the Association. The Co-Owners may also transact such other business of the Association as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the Co-Owners as directed by: (i) resolution of the Board of Directors; (ii) at the request by a majority of the Directors; (iii) or upon a petition signed by Co-Owners holding at least five percent (5%) of the total voting power of the Association and having been presented to the Secretary. A notice of any special meeting shall state the time and place of such meeting and the purpose or purposes thereof. No business shall be transacted at a special meeting except as stated in the notice. If a Co-Owner intends to raise a matter at a special meeting, said Co-Owner shall submit such request in writing to the Secretary or President at least ten days before the date notice is to be mailed to the Co-Owners in order for such matter to be included in the Notice of Special meeting. No special meeting may be called without the approval of the Declarant during the Declarant Control Period.

Section 5. FIRST MEETING. The first meeting of the Association shall be held within one hundred twenty (120) days from the date that one hundred twenty-three (123) of the Units in the Regime have been conveyed by the Declarant to individual Co-Owners or at such earlier time as may be determined by the Declarant.

Section 6. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, to each Co-Owner of record, at least fifteen (15), but not more than forty-five (45) days prior to such meeting. The mailing of a notice in the manner provided in this Section 6 shall be considered notice served. The notice of meeting shall include any matters the Co-Owners intend to raise at the meeting if a request is submitted to the Secretary or President in writing at least ten (10) days prior to notice being mailed, which requests sets forth the matters to be raised.

Section 7. ADJOURNED MEETING. If any meeting of the Association 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. The time, date, and place of the meeting shall be set and announced before adjournment of the first meeting. Upon the reconvening of said meeting a quorum shall be constituted is Co-Owners holding at least 33% of the total statutory value of the property in accordance with the percentages

assigned in the Master Deed are present in person or by proxy at said reconvened meeting.

Section 8. ORDER OF BUSINESS. The order of business at all Annual Meetings of the Association 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) Reports of Committees.
- (f) Election of Inspectors of Election.
- (g) Election of Directors.
- (h) Unfinished Business.
- (i) New Business.

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

Section 9. RECORD DATE. The Board of Directors shall fix a record date for determining Co-Owners entitled to notice of and to vote at each annual or special meeting. Such record date shall be at least ten (10) but not more than forty (40) days before the meeting.

Section 10. WAIVER AND CONSENT. Whenever the vote of Co-Owners of a meeting is required or permitted by an provision of these By-Laws to be taken in connection with action of the Association, the meeting and vote of Co-Owners may be waived if a majority of Co-Owners who would have been entitled to vote on the action is such meeting were held, shall consent be given to all Co-Owners, unless all Co-Owners participated in the approval of such action.

Further, any Co-Owner may waive any notice of meeting required by these By-Laws if the waiver is submitted in writing, signed by the Co-Owner entitled to notice, and delivered to the Association prior to the date of the meeting. A Co-Owner's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the Co-Owner, at the beginning of the meeting, objects to holding the meeting or transacting business at a meeting. Further, a Co-Owner's attendance at a meeting waives objection to considerations of a particular matter at the meeting that is not within the purpose

described in the notice for the meeting, unless the Co-Owner objects to the consideration of the matter at the time when it is presented at the meeting.

Section 11. MEMBERSHIP LIST. After a record date for a notice of meeting has been fixed by the Board of Directors, a complete list of Members of the Association shall be Prepared by the Secretary-Treasurer. This Membership list shall list the Members by classification of Membership and shall include the addresses and number of votes each Member is entitled to vote at the meeting. Such list shall be maintained in the office of the Association beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting.

Section 12. RULES OF ORDER. Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Master Deed or these By-Laws.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS. The affairs of the Association shall be governed by a Board of Directors (hereinafter referred to as the Board") comprised of five (5) persons; provided, however, that during the Declarant Control Period, the Board. The Board shall be comprised of three (3) people who may be officers or employees of the Declarant or Management Agent. Until succeeded by the Board members elected by the Unit Owners, members of the Board of Directors need not be Unit Owners. Until succeeded by Directors elected by Unit Owners, members of the Board selected by the Declarant during the Declarant Control Period need not be Unit Owners. During the Declarant Control Period the Declarant shall be entitled to appoint or remove the officers and members of the Board. After the Declarant Control Period has ended, all Directors shall be Owners of Units.

Section 2. GENERAL POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by these By-Laws, directed to be executed and done by the Association or individual Co-Owners.

Section 3. SPECIFIC POWERS AND DUTIES. In addition to the general powers and duties referenced above, duties imposed by these By-Laws,

or by resolutions of the Association, the Board shall be responsible for the following:

- (a) Compliance with all of the terms and conditions of the Master Deed and any Amendments thereto and enforcement of same.
- (b) Care, upkeep and surveillance of the Property and the Common Elements.
- (c) Collection from the Co-Owners (excluding the Declarant), at the time of the closing of the initial sale of each Unit, at least two (2) month's estimated Common Expense assessments for the purpose of establishing a working capital fund for the Association. These funds shall be maintained for the use and benefit of the Association. Co-Owners are not entitled to reimbursement of the working capital fund from the Association upon the sale of their Unit.
- (d) Establishment of the annual budget. The budget shall be distributed by the Board to all Members of the Association at least thirty (30) days in advance of its effective date and at least thirty (30) days in advance of the Association's Annual Meeting. Notwithstanding the responsibilities and authority of the Board, the budget may be modified by the Association at the Annual Meeting or a Special Meeting of the Association by a two-thirds (2/3) vote of the Co-Owners present at such meeting, in person or by proxy.
- (e) As a part of the annual budget described in (d) above, establishment and maintenance on behalf of the Association of an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Elements.
- (f) Employment, dismissal and control of the Management Agent (defined in Section 4 of this Article IV) and any personnel necessary for the maintenance and operation of the Common Elements.
- (g) Collection of all assessments and fees from the Co-Owners.

- (h) Performing repairs caused by any natural disaster or manmade damage using funds from the reserve account and any special assessment, or causing the same to be done.
- (i) Obtaining of insurance for the Property, pursuant to the provisions hereof and the provisions of the Master Deed, or causing the same to be done as set forth in ARTICLE VIII hereof.
- (j) Grant or relocate easements which are not inconsistent with the owners' full use and enjoyment of the Common Elements.
- (k) Making of, or causing to be made, repairs, additions and improvement to or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws.
- (l) To make available, for inspection, upon request during normal working hours or under other reasonable circumstances, to Unit Owners, the holders, insurers or guarantors of any first mortgage on any Unit, current copies of the Master Deed, By-Laws, other Rules or Regulations pertaining to the Association, and the books, records and financial statements of the Association.
- (m) To adopt and implement a policy regarding resale of Units within the regime, the purpose of said policy to assist owners to provide timely information to prospective buyers while not burdening the Association financially.

Section 4. MANAGEMENT AGENT. The initial Management Agent shall be Anchor Property Management, LLC, P.O. Box 47444, Hilton Head Island, South Carolina 29938, a professional management company affiliated with the Declarant, whose contract extends for a period of one (1) year from the establishment of the Regime. Until the expiration of Two (2) years after the end of the Declarant Control Period, the Declarant shall select the Management Agent. Thereafter, the Board may employ a Management Agent at the compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to the duties listed in Section 3 of this Article. Any such management contracts shall be for a reasonable term and shall contain reasonable provisions regarding the right of the Association to terminate said contracts. Since a professional management

company is being employed from the outset, if at any time during the management of the Property by this or some other professional management entity after the expiration of the Declarant Control Period, any holders, insurers or guarantors of mortgages on Units within the Regime shall require that professional management of Regime/Association matters be maintained, and the Association is so advised in writing, any decision thereafter by the Association to establish self management by the Association shall require the prior consent of Unit Owners holding sixty-seven (67%) percent of the votes in the Association and the approval of holders holding mortgages on Units within the Regime which have at least fifty-one (51%) percent of the votes of all Units in the Regime subject to holder mortgages.

Section 5. BOARD OF DIRECTORS. The first Board of Directors consisting of three (3) members shall be designated by the Declarant at an organizational meeting. These appointments or successors appointed by the Declarant will continue until the Declarant Control Period ends. At the first Annual Meeting of the Association, after the Declarant Control Period ends, the Board shall be increased to five (5) members, the initial term of office for two (2) members of the Board shall be fixed at three (3) years. The term of office of two (2) members of the Board shall be fixed at two (2) years, and the term of office of one (1) 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. Any an all of said Board members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 of this Article. During the Declarant Control Period, the Board of Directors shall not enter into any contract having a term which extends beyond the Declarant Control Period except as otherwise herein provided for the Management Agent.

Section 6. VACANCIES. After expiration of the Declarant Control Period, vacancies in the Board of Directors caused by reason other than the removal of a member of the Board by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they 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 Association.

Section 7. REMOVAL OF MEMBERS OF THE BOARD. After expiration of the Declarant Control Period, at any annual or special meeting of the Association 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 Association shall be given an opportunity to be heard at the meeting. No Board member shall continue to serve on the Board if during the term of office, he shall cease to be a Unit Owners at such time, said Board member shall either resign or be removed by the Board (except as provided in Section 5 regarding Declarant's appointee). Notwithstanding any other provision contained herein, any member of the Board who was elected by the Co-Owners shall only be removed by the Co-Owners at a meeting where the purpose or one of the purposes, as stated in the Notice of Meeting, is the removal of said Board member.

Section 8. ORGANIZATIONAL 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 Association, and no notice shall be necessary to the newly elected Board members in order to legally constitute such a 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 one (1) such meeting shall be held each fiscal year. Notice of regular meeting of the Board shall be given by the Secretary-Treasurer or other designated person, to each Board member, personally or by mail, express delivery service such as Federal Express, telephone, telefax or telegraph, at least ten (10) days prior to the day named for such meeting. Telephonic meetings are expressly authorized based upon the likelihood that Board members will be from different geographical locations.

Section 10. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) 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 the purpose or purposes 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 (2) Board members.

Section 11. WAIVER OF NOTICE. Before or at any meeting of the Board, any member of the Board may, in writing, signed by that Board member, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice and shall be filed with the minutes of the meeting in the

corporate records. Attendance at or participation 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 unless the Board member, upon arriving at the meeting or prior to a vote on a matter not noticed in conformity with these By-Laws, objects to lack of notice and does not thereafter vote for or assents to the objected action. If all 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. ACTION WITHOUT A MEETING. Actions required or permitted by law, the Articles or these By-Laws may be taken without a meeting if the action is taken by all members of the Board and evidence by one or more consents describing the action taken, signed by each Director, and included in the Minutes filed in the Corporate records reflecting the action taken. Until expiration of the Declarant Control Period, any action taken without a meeting must be approved by the Declarant.

Section 13. BOARD QUORUM. At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. Any or all Board members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other simultaneously during the meeting, and directors so participating by this means shall be deemed to be present in person at the meeting. If, at any meeting of the Board, there is less than a quorum present, the majority of the Board members present may adjourn the meeting to another 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. Unless subsequently approved by Co-Owners by an Amendment to these By-Laws, proxies shall not be available for either a Board quorum or for voting purposes.

Section 14. 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.

Section 15. COMPENSATION. No member of the Board of Directors shall receive any compensation from the Regime for acting as such.

However, any Director may be reimbursed for his actual expenses incurred in the performances of his duties.

Section 16. LIABILITY OF THE BOARD OF DIRECTORS. Except as required under the laws of the State of South Carolina, the members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. To the extent permitted under the laws of the State of South Carolina, the Unit Owners shall indemnify and hold harmless each of the Members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood an permissible for the original Board of Directors, who are members of or employed by Declarant to contract with Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors, shall be limited to such proportions of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements. Every agreement made by the Board of Directors or by the Management Agent on behalf of the Association shall provide that the members of the Board of Directors, or the Management Agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE V

OFFICERS

Section 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer all whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgement may be necessary. One person may hold more than one of the aforementioned offices.

Section 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. During the Declarant Control Period officers shall be appointed and replaced by the Declarant.

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. No officer shall continue to serve as such if, during his term of office, he shall cease to be a Unit Owner.

Section 4. VACANCIES. After expiration of the Declarant Control Period, a vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 5. PRESIDENT. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association 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 or incorporated Association, 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, feel appropriate to assist in the conduct of the affairs of the Association. The President shall sign all leases, mortgages, deeds and other written contracts and instruments and shall co-sign all checks and promissory notes, and perform all of the duties which may be delegated to him from time to time by the Board of Directors.

Section 6. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties when 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 7. SECRETARY-TREASURER. The Secretary-Treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct and shall authenticate the records of the Association; and

he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board. He shall, in general, perform all the duties incident to the office of the Secretary and Treasurer.

ARTICLE VI

NOTICES

Section 1. DEFINITION. Whenever under the provisions of the Master Deed or of these By-Laws notice is required to be given to the Board of Directors, the Management Agent or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by first class, certified or registered mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Directors, such Manager or such Unit Owners at such address as appears on the books of the Association. Notice shall be deemed given as of the date of mailing.

Section 2. SERVICE OF NOTICE-WAIVER. Whenever any notice is required to be given under the provisions of the Master Deed, or law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice and delivered to the President or Secretary-Treasurer of the Association, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

OBLIGATIONS OF THE CO-OWNERS

Section 1. ASSESSMENTS FOR COMMON EXPENSES. All Co-Owners shall be obligated to pay the periodic assessments imposed by the Association to meet all Association Common Expenses, which shall include, among other things, liability insurance policy premiums and an insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake, and other hazards and fines imposed by the Association for violation of the Master Deed, the Bylaws or any rules or regulations (hereinafter sometimes referred to as "Common Charges," "Common Expenses," and "assessments"). The Common Expenses may also include such amounts as the

Board may deem proper for the operation and maintenance of the Property and any authorized additions thereto. Such may include without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. During the Declarant Control Period, Declarant may elect to pay the Common Expense Assessments on the Units owned by the Declarant or in the alternative, shall fund any deficit in the annual budget approved by the Board of Directors in an amount equal to the difference between the approved budget and the revenues collected from Owners other than the Declarant. Notwithstanding the foregoing, the Declarant shall not be obligated to fund capital reserve budget allocations for Units owned by the Declarant during the Declarant Control Period. Declarant shall have all voting rights attendant to the ownership for said Units until the Units are sold by Declarant. Not less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all Unit Owners with a copy of the budget for the next fiscal year and shall likewise advise them of the amount of the assessments payable by each of them respectively, as determined by the Board as aforesaid. Payment of the periodic assessments shall be in equal monthly or quarterly (as determined by the Board) installments on or before the first day of each month or quarter, as appropriate, or in such other reasonable manner as the Board shall designate.

The transfer of ownership of an individual Unit within the Association shall carry with it the proportionate equity of that Unit's ownership in the Association operating escrow, working capital or reserve accounts set aside to provide a contingency fund for the maintenance and repair of the Association Property. Transfer of ownership and resignation or termination of a Co-Owner of the Association shall not relieve the Co-Owner from any obligations the Co-Owner may have to the Association as a result of obligations incurred or commitments made before resignation or termination.

Section 2. ASSESSMENTS TO REMAIN IN EFFECT UNTIL NEW ASSESSMENTS MADE. The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Master Deed and By-Laws or a release of any Owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed by the Board at a duly held Board meeting. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment

of any of the General or Limited Common Elements or by abandonment of his Unit.

Section 3. RECORDS. The Management Agent or Board of Directors shall keep detailed records of the receipts and expenditures affecting the General and Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

Section 4. DEFAULT IN PAYMENT OF ASSESSMENTS OR OTHER CHARGES IMPOSED BY THE BOARD. The Board shall take prompt action to collect any assessment or charge including fines imposed hereunder due from any Unit Owner which remains unpaid for more than five (5) days from the due date for payment thereof. In the event of default by any Unit Owner in paying to the Board the assessments or charges as determined by the Board, such Unit Owner shall be obligated to pay a late charge of one and one-half (1½%) percent of the delinquent amount per month on such unpaid assessments or charge from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid assessment or charge. The Board shall have the right and duty to attempt to recover such assessment or charge, together with interest thereon, and the expenses of the proceeding, including attorney's fees in action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such lien, the provisions of Section 27-31-210, Code of Laws of South Carolina, 1976, as amended, shall be controlling. In addition to the foregoing, during the period an Owner remains in default, the Board may suspend said Owner from use of amenities to include the pool, Exercise Unit and other common facilities.

Section 5. STATEMENT OF ASSESSMENT. The Board shall, for a reasonable fee, promptly provide any purchaser, Unit Owner, mortgagee or prospective mortgagee of a Unit so requesting the same in writing, with a written statement of all unpaid assessments and charges due from the Owner of that Unit and the purchaser's liability therefor shall be limited to the amount as set forth in the statement. Any mortgagee holding a lien on a Unit may pay any unpaid assessment and charge payable with respect to such Unit and upon such payment such mortgagee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance. Any mortgagee holding mortgages on more than five (5) Units within the Association shall be entitled,

upon request, to receive a statement of account on the Units securing all of said mortgages once each calendar year without any fee or charge.

Section 6. STATEMENT UPON RESALE. Any Unit may be conveyed by an Owner free of any restrictions except for those set forth herein, except that no Owner shall convey, sell, or lease his Unit unless and until all unpaid Association expenses assessed against the Unit shall have been paid as directed by the Board of Directors. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a Unit or by the grantee. Upon the written request of an Owner or Owner's prospective buyer, the Board or the Management Agent shall furnish a written statement of the unpaid charges due from such Owner which shall be conclusive evidence of the payment of amount assessed prior to the date of the statement, but unlisted thereon. Further, the Association shall undertake to provide copies of these By-Laws or other materials described by the Association upon the written request of a Co-Owner in connection with the sale or lease of their Unit. A reasonable charge may be made by the Board for the issuance of statements and other materials.

The provisions of this Section shall not apply to the acquisition of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. In such event, the unpaid assessments against the Unit which were assessed and became due prior to the acquisition of title to such Unit by such mortgagee shall be deemed waived by the Association and shall be charge to all other Co-Owners of the Association as a Common Expense. Such a provision shall not however apply to any assessments which are assessed and become due after the acquisition of title to such Unit by the mortgagee and to any purchaser to such mortgagee.

Section 7. MAINTENANCE AND REPAIR

(a) Each Co-Owner must perform work within his own Unit, which, if omitted, would affect the Property in its entirety or in a part belonging to another Co-Owner, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of the Units and of those items described in Section 5.06 of the Master Deed, and of all other accessories and Limited Common Elements appertaining or belonging to the Unit shall be at the expense of the Co-Owner.

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(c) All maintenance, repair and replacement to the Common Elements as defined in the Master Deed, unless otherwise provided in the Master Deed, shall be made by the Board or its agent and shall be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of the Unit Owner, in which such case the expense shall be charged to such Unit Owner.

Section 8. UTILITIES.

(a) WATER CHARGES AND SEWER RENTS. Water shall be supplied and sewer services shall be supplied to all Units and the Common Elements by the South Island Public Service District, or its successors, (the "District") and each Owner shall be required to pay for all charges for water consumed and sewer services in his Unit and to the Common Elements promptly after the bill for the same have been rendered as part of the common expense assessment.

(b) ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board shall pay all bills for electricity consumed in such portions of the Common Elements, as a Common Expense.

(c) CABLE TELEVISION/SATELLITE COMMUNICATIONS.
 Except with the prior written approval of the Board of Directors, its Management Agent, or a Board designated Committee, which approval shall not be unreasonably withheld, no outside television or radio aerial or antenna, satellite dish, or other device, for the reception or transmission of radio or television, or other electronic signals, shall be erected or maintained on any Unit or upon the exterior of any Unit, Common Element or the Limited Common Elements appurtenant to any Unit. The Board of Directors or its Management Agent or its designated Committee, may approve any applications for the installation is for the personal use of the Owner, and either (a) the device shall not be visible from neighboring Units, streets or common area; or (b) the Unit Owner, prior to installation, has received the written consent of all of the Owners of all Units who would have views of the installation from their Units; (c) and all other private and public approvals, as applicable, have been obtained. In approving such applications, the Board of Directors, its Management Agent, or its designated Committee shall have the power to require such specific forms of placement of the device as it deems appropriate in order to effectuate the

intent of this Section 8(c) that such devices be as inoffensive as possible to other Owners and Residents. All installations must comply with local zoning requirements and building codes, of applicable. Any Owner requesting such a device may be required to pay a reasonable charge to the Association for the reviewing of such Application by the board, its Management Agent, or its designated Committee. Further, the Owner shall be required to pay the installation costs for installing such device and to pay all bills associated with such Owner's use of the device.

The Board may approve the use of such devices to serve the Common Elements and the Board shall pay all costs of installation and bills for use of such devices in such portions of the Common Elements as a Common Expense.

It is noted that any actions taken pursuant to this Section 8(c) shall subject to the terms and provisions of the Hilton Head Plantation Covenants.

Section 9. USE OF UNITS INTERNAL OR EXTERNAL CHANGES

(a) A Co-Owner may make internal structural modifications or alterations in his Unit or installations located therein subject to Sections 5.10 and 5.11 of the Master Deed. As provided in Section 5.10 of the Master Deed, the Association shall have the obligation to answer within sixty (60) days from the actual receipt of such notice.

(b) A Co-Owner shall make no changes or additions whatsoever to the exterior of the Unit, any stairs or decks, appurtenant thereto, or to any of the Limited Common Elements without prior written approval of the Board. The Board may also approve minor additions to landscaping and other exterior minor changes or additions of this nature which in its sole discretion will not interfere or conflict with the overall scheme and appearance of the common areas. If any changes as described herein are approved by the Board, the Co-Owner requesting such change shall be totally financially responsible for the cost of such change and the incurred costs, if applicable, of the maintenance and repair of such change. The Board, through its agent, may include this additional maintenance cost in the periodic assessment for the Unit in question.

Section 10. USE OF COMMON ELEMENTS. Except as authorized by Section 9(b) a Co-Owner shall not place or cause to be placed in the passages, parking areas, roads, or other common areas any furniture, packages or obstructions of any kind. Such areas shall be held in common for the

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enjoyment of the Co-Owners and shall be used for no other purpose than for normal transit through or use of them and for normal vehicular parking.

Section 11. RIGHT OF ENTRY.

(a) A Co-Owner shall grant the right of entry to the Management Agent or to any person authorized by the Board in case of any emergency originating in or threatening his Unit, 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 Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that such requests for entry are made in advance and that such entry is at a time convenient to the Co-Owner. In case of emergency, the right of entry shall be immediate.

Section 12. RULES OF CONDUCT. In order to assure the peaceful and orderly use and enjoyment of the Units and Common Elements of the Association, the Co-Owners may from time to time adopt, modify, and revoke in whole or in part by a vote of the Members present in person or represented by proxy whose aggregate interest in the Common Elements constitutes fifty-one (51%) percent of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of persons on said property of the Association as it may deem necessary. Such Rules of Conduct, upon adoption, and every Amendment, modification, and revocation thereof, shall be delivered promptly to each Owner by posting same with postage prepaid addresses to the Owner at the last registered address of the Owner and shall be binding upon all Unit Owners and the occupants of Units in the Regime. Until expiration of the Declarant Control Period the Declarant shall establish the Rules of Conduct. The following shall constitute the initial Rules of Conduct for the Regime:

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

B. No Co-Owner shall:

(1) Post any advertisements or posters of any kind in or on the Property except as authorized by the Association;

- (2) Hang garments, towels, rugs, or similar objects from the windows or balconies or from any of the facades of the Property;
- (3) Clean dust mops, rugs or similar objects from the windows or balconies by beating on the exterior part of the Property;
- (4) Throw trash or garbage outside the disposal installation provided for such purpose in the service areas;
- (5) Act so as to interfere reasonably with the peace and enjoyment of the residents of the other Units in the Property;
- (6) Maintain any pets which cause distress to Co-Owners through barking, biting, scratching or damaging of property. No more than two (2) pets may be maintained in any one Unit. Aggressive breeds as determined by the Board are prohibited. No pet weighing more than seventy-five (75) pounds shall be permitted.
- (7) Operate or utilize any charcoal or gas grills, either permanent or portable, on the decks or balconies or in the close proximity of the Units, it being understood that such use is a violation of local fire ordinances.
- (8) Operate, park, or store on the Property any recreational vehicles, motor homes, , trucks, commercial vans or boats.

C. The maximum number of vehicles maintained on the Property for each Unit is as follows:

- 1. one-bedroom unit – 2 vehicles
- 2. two-bedroom flats – 2 vehicles
- 3. two-bedroom townhouses – 3 vehicles
- 4. three-bedrooms with two car garage – 3 vehicles
- 5. three-bedrooms with three car garage – 4 vehicles

D. A vehicles must be operational and have valid current license plates and registration.

E. No maintenance or repair of a vehicle is permitted within Regime Property except by Owner or tenant within a townhouse unit garage.

F. All garage doors must be kept closed when not entering or departing to ensure uniformed attractive appearance.

G. All Unit Owners and guest must park vehicles in assigned parking space or in front of their garage. No vehicle may be parked in front of another Owner's garage or assigned space without permission of said Owner.

H. Guest parking limited to parking spaces surrounding pool area.

I. Each Unit Owners shall be responsible financially and otherwise for the actions or inaction of said Unit Owners tenant or guests to include violation of the Master Deed, Bylaws and Rules of Conduct.

J. In addition to the foregoing, each Owner shall cause his/her guests or tenant to abide by all Rules of Conduct for use of recreational areas, parking, service and common elements. Rules for use of said facilities shall be posted. Initial rules are as follows:

1. No thong or revealing swimsuits;
2. No Cut-offs or glass containers shall be permitted in the pool area;
3. Owners or tenant of Owners must accompany guests using common amenities;
4. No more than two (2) guests shall be permitted in the recreational areas at any time without approval of the Management Agent.

K. No Co-Owner, resident, or lessee shall install wiring for electrical or telephone installations, televisions or radio antenna, air conditioning fixtures, or similar objects outside of his dwelling or which protrudes through the walls or the roof of his Unit except as authorized by the Board and where appropriate Subject to Section 8(c) of this Article VII.

During the Declarant Control Period, the Declarant may amend, delete or add to the Rules of Conduct at its sole discretion and said amendments or additions shall be effective upon distribution in writing to the Owners.

Section 13. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS. The violation of any rules or regulations adopted by the Board or the breach of any By-Laws contained herein, or the breach of any provisions of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and to recover the cost of such enforcement, including attorney's fees, and until such expense is recovered it shall be a lien upon said Unit which lien shall be inferior to the lien of all prior mortgages, and/or (c) to impose fines for violations therefore in amounts determined by the Board, the amount thereof to added to the assessments payable by fined Owner and subject to same rights of collection as provided herein. The Declarant shall have the right to exercise the aforesaid rights during the Declarant Control Period.

Section 14. FISCAL YEAR. The fiscal year for the Association shall begin on the 1st day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 15. LITIGATION. No judicial proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Owners and, during the Declarant Control Period, by the Declarant. This Section shall not apply, however, to (a) actions brought by the Declarant and/or the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving taxation, including, e.g., challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. In the event any litigation is instituted, then the Association shall assess all Owners for the costs of litigation, including, without limitation, attorney's fees incurred, and funds from regular assessments shall not be used for any such claim or litigation; provided, however, that this 75%

threshold requirements may be eliminated by the Board at any time after the sale of all Units owned by the Declarant.

ARTICLE VIII

INSURANCE

The Board of Directors shall be required to obtain and maintain, as set forth below, in forms and amounts as hereinafter prescribed and which are also satisfactory to any mortgagee holding mortgages on five or more Units, the following insurance, without prejudice of the right of the Co-Owner to obtain additional individual insurance at his own expense:

Section 1. HAZARD INSURANCE. The Board of Directors shall insure the Property, as it may be constituted from time to time, against loss or damage due to fire, windstorm, lightning, and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Property as determined by the Board upon recommendation made by the Regime's insurer, it being understood that the Board, at its discretion may have an appraisal made of the Property for this purpose, or in the amount reasonably obtainable as it relates to the flood coverage. The Board of Directors shall have the Authority also to insure against other hazards and risks as it may deem desirable for protection of the Property. All hazard insurance shall cover the entire Property, exclusive only of the contents and furnishings of the individual Units.

(a) All hazard insurance policies obtained by the Board of Directors shall designate the Board of Directors as the named insured as Insurance Trustee for the benefit of all the Owners and their mortgagees collectively, as their respective interests may appear. In the event of loss or damage, all insurance proceeds shall be paid jointly to the Board of Directors as Insurance Trustee under the provisions of this Master Deed and to any mortgagee holding mortgages on five or more Units, it being understood and acknowledged that the distribution of such proceeds shall be controlled by the Horizontal Property Act and the provisions of this Master Deed.

(b) All hazard insurance policies obtained by the Board of Directors shall provide for the issuance of Certificates of Insurance to each Unit Owner. Each Certificate shall evidence the issuance of the Master Policy and shall indicate the amount of insurance covering the

building within which the respective Unit is located. If a Unit is mortgaged, a Certificate of Insurance shall be issued to the mortgagee bearing a standard mortgagee endorsement, if requested.

(c) If obtainable, all hazard insurance policies upon the Property shall include provisions waiving (i) any rights of the insurer to subrogation against the Association, its agents and employees, and against the individual Owners and their servants, agents, and guests; and (ii) any rights of the insurer to contribution from hazard insurance purchased by the Unit Owner upon the contents and furnishings of their Units.

(d) Each mortgagee of which the Board has notice as herein provided shall be entitled to receive upon request, a statement of the replacement value as determined herein this Section 1. If any such mortgagee disagrees with the values assigned to the Property by such determination and presents an appraisal prepared at such mortgagee's expense showing higher values which has been performed by a qualified appraiser, then the Board shall either adopt the higher value or shall cause a reappraisal to be made by a qualified appraiser approved by the Board and by the appraisers who conducted the prior appraisals and the findings of the third appraiser shall be conclusive to determining such value for insurance purposes.

(e) Each hazard insurance policy shall contain a loss payee provision designating the interest of the various mortgagees as to the various Units within the Regime which are covered by the Master Policy. Such policies shall also provide that they shall not be cancelled without giving thirty (30) days prior written notice to all such mortgagees about which the insurer has been given written notice.

Section 2. PUBLIC LIABILITY INSURANCE. The Board of Directors shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Unit Owner and to liabilities of one Unit Owner to another Unit Owner.

Section 3. WORKMEN'S COMPENSATION INSURANCE. The Board of Directors, as necessary, shall obtain Workmen's Compensation Insurance to meet the requirements of law.

Section 4. PREMIUMS. All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Unit Owners through periodic assessment as herein provided.

Section 5. ADJUSTMENT. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of such Unit Owners.

Section 6. INSURANCE BY UNIT OWNERS. Each Unit Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wall coverings, decorations, and furnishings within his own Unit and the additions and improvements made by him to the Unit. Each Unit shall be responsible for obtaining, at his sole expense, insurance covering the personal property, wall coverings, decorations, and furnishings within his own Unit and the additions and improvements made by him to the Unit. Each Unit Owner shall also be responsible for obtaining at his own expense, insurance covering his liability for the safety of the premises within his Unit. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation claims against the Association and against individual Unit Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or proration because of the master hazard policy.

As set forth in the Master Deed, EACH Co-Owner is responsible for any damage to his Unit or another Unit or to the Common Elements caused by his negligent action or inaction by said Co-Owner's tenants, family members residing in the Unit, or guests. If a claim is made against the Association's policy as a result of such negligence by a Co-Owner, then the Board may make a determination to assess any non-reimbursable expenses, such as the deductible, attorney's fees, and the like, against the negligent Co-Owner, and such assessment shall be collectible just as any other assessment described in Section 1 of Article VII.

Section 7. DISTINCTION ON OWNER'S COVERAGE AND REGIME COVERAGE. As reflected above, both the Association and the Co-Owner have certain insurers' responsibilities. The Board, acting through the Management Agent, shall have the discretion to balance competing interests of said insurers, should such an occasion arise. Each Co-Owner shall, upon request, provide to the Management Agent, the name and address of his insurer.

Section 8. SUBSTITUTION OF INSURANCE TRUSTEE. The Board of Directors, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board of Directors shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

ARTICLE IX

RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Property, the Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Property in accordance with the provisions of this ARTICLE IX. Reconstruction or repair shall be mandatory unless otherwise provided in the Act, as amended from time to time, or unless seventy-five (75%) percent or more of the Unit Owners vote, at a duly authorized meeting, not to reconstruct. In situations where reconstruction or repair is not to be undertaken, the insurance indemnity received by the Board of Directors shall be distributed pro-rate to the Unit Owners and their mortgagees jointly in proportion to their respective statutory interests. The remaining portion of the Property shall be subject to an action for partition at the suit of any Unit Owner or lien or as if owned in common. In the event of suit for partition, the net proceeds of sale, together with the net proceeds of insurance policies, shall be considered one fund and distributed pro-rate among all Unit Owners and their mortgagees jointly in proportion to their respective statutory interests. In the situation where reconstruction or repair is undertaken, then such Property shall be repaired in the following manner:

- (1) Any reconstruction or repair must follow substantially the original plans and specifications of the Property (attached as Exhibit "C-1" to the Master Deed) unless the Unit Owners holding seventy-five percent (75%) or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Owners whose Units are being reconstructed or repaired unanimously consent to the adoption of such different plans and specifications. The approval of such plans by Declarant as provided by the covenants set forth in Section 16 of the Master Deed shall likewise be required.

(2) The Board of Directors shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board of Directors deems necessary.

(3) If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the Association may use funds out of its reserve or replacement accounts, and, if still not sufficient, the Association shall levy and collect an assessment against all Owners in an Amount which shall provide the funds required to pay for the repair, replacement or reconstruction.

(4) The insurance proceeds received by the Board of Directors and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board of Director and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Unit Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

ARTICLE X

INSURANCE TRUST

In the event of casualty loss to the Property, all insurance proceeds indemnifying the loss or damage shall be paid jointly to the Board of Directors as Insurance Trustee and to any mortgagee holding mortgages on five or more Units. The Board of Directors, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this ARTICLE X and the benefit of the Association, the Unit Owners, and their respective mortgagees in the following share:

(1) Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interests in the Common Elements which are appurtenant to each of the Units.

(2) Insurance proceeds paid on account of loss or damage to less than all of the Units, when the damage is to be restored, shall be held for the benefit of Unit Owners of the damaged Units and their respective mortgagees in proportion to the costs of repairing each damaged Unit.

(3) Insurance proceeds paid when the Property is not to be restored shall be held for the benefit of all Owners, and their respective mortgagees the share of each being equal to the undivided share or interest in Common Elements appurtenant to the applicable Unit.

(4) In the event a Certificate of Insurance has been issued to a Unit Owner bearing a mortgagee endorsement, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgage shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds required by the loan documents to be paid jointly to the Unit Owners and their respective mortgagees pursuant to the provisions of the Master Deed.

ARTICLE XI

MORTGAGES

Section 1. NOTICE TO BOARD. A Co-Owner who mortgages his Unit 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 Association shall maintain such information in a book entitled "Mortgages on Units" or in the individual Unit file.

Section 2. NOTICE TO MORTGAGEE. The Board shall give reasonable advance written notice of the following events to all mortgagees from which it receives a written request (the term "mortgagee" to include the holder, insurer or guarantor with respect to any such mortgage). Such written request must identify the name and address of the holder, insurer or guarantor and the Unit number and address:

- (a) Any change in the Condominium documents;
- (b) Any unpaid assessments due the Association for over ninety (90) days from the Co-Owner(s) (mortgagor(s)) of the Unit;
- (c) Any default by the Co-Owner (mortgagor) of a Unit in the performance of such Co-Owners' obligations under the Master Deed

and associated Condominium documents when such default is not cured within sixty (60) days.

- (d) Any notice of special or annual meetings of the Association.
- (e) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (f) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (g) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in these By-Laws or in the Master Deed.
- (h) Any proposed change from professional management of the Property to self management of the Property by the Association.

Section 3. STATEMENTS TO MORTGAGEE. Upon written request to the Association from any Mortgagee of which it has notice as herein provided, the Board, Manager or Management Agent shall supply such Mortgagee with a reasonably current financial statement of the Association within a reasonable time of such request. Moreover, if no audited current financial statements are available, the holders of fifty-one (51%) percent or more of first mortgages shall be entitled to have such an audited statement prepared at their expense.

ARTICLE XII

RESTRICTIONS UPON LEASES OF UNITS

Section 1. LEASES. No Unit Owner may lease his Unit or any interest therein except by complying with the provisions of Section 2 of this Article.

Section 2. PROVISIONS IN LEASE. Any lease of any Unit within the Association shall be for a use consistent with the use provisions of these By-Laws and shall provide that the terms and conditions of the Master Deed and all exhibits shall be complied with by the tenant and that the Association shall have

the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the performance of said lease, or failure by the tenant to perform an obligation in the Master Deed, By-Laws, or Rules and Regulations. No lease may be for a period less than eleven (11) consecutive months. All leases must be on the lease form provided by the Association. the Association reserves the right to cause a credit and criminal background check on all prospective tenants. No person convicted of a felony shall be permitted to lease or otherwise reside in a Unit. The Association may establish financial qualifications for Tenants. The cost of credit or criminal checks made by the Association shall be charged to the Owner seeking approval of a tenant. All Tenants and leases must be approved by the Association.

ARTICLE XIII

AMENDMENTS

Section 1. REQUIREMENTS FOR AMENDMENTS. Excepts as provided in the Master Deed for an Amendment or Amendments to admit further Phases to the Regime, if appropriate, and except where a greater percentage is expressly required, either herein, or by law, these By-Laws may be materially amended only with the consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of eligible mortgagees from which the Association has received written notice holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to such mortgages, as it relates to modification of any material provisions of these By-Laws, the Articles of Incorporation or other governing document, which establish, provide for, govern or regulate any of the following:

- a Voting;
- b Assessments, assessment liens or subordination of such liens;
- c Reserves for maintenance, repair and replacement of the Common Elements;
- d Insurance or Fidelity Bonds;
- e Rights to use of the Common Elements;

- f Responsibility for maintenance and repair of the several portions of the Property;
- g Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project except as expressly provided in the Master Deed;
- h Boundaries of any Unit;
- i The interests in the General or Limited Common Elements;
- j Convertibility on Units into common areas or of common areas into Units;
- k Leasing of Units;
- l Imposition of any additional or further right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
- m Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Notwithstanding the foregoing, so long as the Declarant remains the Owner of more than one Unit in this Regime, these By-Laws shall not be amended so as to adversely affect the Declarant without the Declarant's consent.

Section 2. MATERIALITY OF AMENDMENTS; MORTGAGEE APPROVAL PROCEDURE.

An addition or Amendment to the By-Laws or Master Deed shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve additions or Amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request and proof of mailing such request in affidavit form, together with an affidavit of non-receipt, shall be sufficient evidence of such approval.



ARTICLE XIV

MISCELLANEOUS MATTERS

Section 1. GENDER; NUMBER. The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires the use of the singular includes the plural.

Section 2. DEFINITIONS. The definitions contained in Section 4 and elsewhere in the Master Deed also apply to these By-Laws.

Section 3. EXECUTION OF DOCUMENTS. The President or Vice President and Secretary or Assistant Secretary are responsible for preparing, executing, filing and recording Amendments to the Master Deed and By-Laws, and shall be authorized to execute any other document which the Association may from time to time be required to execute.

Section 4. NOTICES. All notices required by these By-Laws shall be hand delivered or sent by mail to the Association at the address of the President; to Unit Owners at the address of the Unit or at such other address as may have been designated by such Unit Owner from time to time in writing to the Association. All notices from or to the Association shall be deemed to have been given when mailed or delivered, except notice of changes of address which shall be deemed to have been given when received.

Section 5. CAPTIONS. The captions contained in these By-Laws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision of the By-Laws.

Section 6. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 7. CONFLICT. These By-laws are set forth to comply with the requirements of the Horizontal Property Act of South Carolina, as amended, and the South Carolina Non-Profit Corporation Act of 1994, and may be amended from time to time. In the event of any conflict between these By-Laws and the provisions of such statutes or the Master Deed, the provisions of such statutes or the Master Deed, as the case may be, shall control.

Section 8. WAIVER. No restriction, condition, obligation, or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

EXHIBIT "E-1" TO MASTER DEED
OF BRIGHTON BAY HORIZONTAL PROPERTY REGIME

Tennessee
STATE OF ~~SOUTH CAROLINA~~)
Hamilton) JOINDER OF MORTGAGEE
COUNTY OF ~~BEAUFORT~~)

WHEREAS, FIRST TENNESSEE BANK NATIONAL ASSOCIATION ("BANK"), is the owner and holder of a construction loan mortgage upon certain real property located on Hilton Head Island, South Carolina, described on Exhibit "A" to said Master Deed of Brighton Bay Horizontal Property Regime, said property being known and described therein as the Property; and

*Eleven Million Four Hundred Seventy-Five Thousand and No/100
WHEREAS, said construction loan documentation is evidenced by a mortgage in the original principal sum of* (\$11,475,000.00) Dollars Dollars
said mortgage dated Oct. 25, 2002 and recorded in the ROD Office for Beaufort County, Carolina, in ORB 1656at Page 2100;

NOW, KNOW ALL MEN BY THESE PRESENTS, that Bank joins in the Master Deed of Brighton Bay Horizontal Property Regime and the provisions of the Horizontal Property Act of South Carolina for the sole purpose of consenting to the creation by the Declarant of Brighton Bay Horizontal Property Regime. Bank makes no representations or warranties as to the validity of the documents creating the Regime nor the development and physical construction of the Buildings and Units within the Regime.

This Joinder of Mortgagee shall in no way affect or diminish the lien of the existing mortgage on the remaining portions of the property described in the aforementioned mortgage described hereinabove.

WITNESSES:

Katrice A. Davis
Mitzi A. Stewart

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: *Greg Cullum*
GREG CULLUM
Its: Vice President
Senior