

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

THE GATHERINGS, INC.)

TO)

MASTER DEED

THE GATHERINGS HORIZONTAL
PROPERTY REGIME I)

FILED IN DEED - M BOOK 404 PAGE 622
FILED AT 101500 ON 09/27/84

This Master Deed is made, published and declared by THE
GATHERINGS, INC., (hereinafter referred to as "Grantor"), a corporation
duly authorized to do business in South Carolina, with a principal
office and place of business at Post Office Box 393, 3 Cardinal Court,
Hilton Head Island, South Carolina this 27th day of September,
1984.

ARTICLE I

ESTABLISHMENT OF HORIZONTAL PROPERTY REGIME

Section 1. General. The purpose of this Master Deed is to
establish pursuant to the Horizontal Property Act of the State of
South Carolina, a phased horizontal property regime to be known as
The Gatherings Horizontal Property Regime I (hereinafter referred
to as "Regime"). The land and improvements to be submitted to the
provisions of the Horizontal Property Act and to the terms of this
Master Deed are described in their totality herein. Grantor, by
filing of record of this Master Deed, publishes and declares that
the condominium property shall be improved by phases in accordance
with the provisions of the Horizontal Property Act of the State of
South Carolina, and in accordance with the covenants and obligations
running with the land.

Section 2. General Description of Plan of Development. Grantor
intends to develop the property hereinafter described as a phased condo-
minium regime with the total number of phases not to exceed One Hundred
(100) phases. The number of units in each of the phases will vary from
one (1) to a maximum of sixteen (16) units. The total number of units
to be constructed will not exceed 200. The number assigned to each
unit is set forth on The Plot Plan which is attached hereto as Exhibit
"C". PHASE I construction which includes Units Fifty (50) (Unit Type
"A"), Fifty-One (51) (Unit Type "B"), Fifty-Two (52) (Unit Type "B
Modified"), and Fifty-Three (53) (Unit Type "A") has been completed. Phases

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
600	41		157	

II (2) through XX (20) has been commenced and will be completed no later than January 1, 1986. Construction of Phases XXI (21) through C (100) will commence no later than January 1, 1998 and same will be completed no later than December of 1999.

Grantor hereby reserves the right in its sole discretion to elect to develop or not to develop and to submit or not to submit to condominium ownership any phase(s) and further reserves the right to determine in its sole discretion the phase line on any phases subsequent to Phase I, to develop and submit any phase to condominium ownership without regard to any other phase development and submission should it, the said Grantor, so decide. A general description of the nature and proposed use of all common elements which the Grantor is constructing appears in other portions of this document and on the recorded Plat identified as Exhibit "B" of this Master Deed. Any such common elements associated with or constructed solely with Phase II (2) through Phase C (100) will not substantially increase the proportionate amount of the common expenses payable by existing unit owners and are considered of a minor, incidental nature. A chart showing the percentage of interest in the common elements of each unit owners at each stage of development, if the Grantor herein submitting the property to condominium ownership elects to proceed with the other phases of development, is attached hereto as Exhibit "D".

Section 3. Rights and Obligations. Grantor hereby acknowledges its obligation to submit herewith the within described Phase I Property to condominium ownership and hereby reserves its right to elect to proceed with either or all of Phase II (2) through Phase C (100) as required and/or permitted herein. The unit owners of Phase I and any additional phases dedicated to the Regime by Grantor as provided herein shall have the full legal rights and be obligated as allowed or required by South Carolina Law. The Condominium Unit Owners by purchasing and accepting a unit of the property hereby acknowledges that further phase construction and dedication by Grantor shall diminish the percentage of ownership in the common property as described and provided in Exhibit "D" attached hereto and in other applicable portions of this Master Deed. The Grantor shall add the additional phases to the provisions hereof by filing of record an appropriate document signed by the Grantor and referencing this Master Deed. Upon the proper recordation thereof, the added phase(s) shall become an integral portion hereof

as provided by the Law of this State and by this document.

Section 4. Reservations. Grantor hereby reserves unto itself, its successors and assigns, the following options to be exercised in its sole discretion, within the time limits set forth in Section 2 above, to-wit:

(a) To develop or not to develop and to submit or not to submit to condominium ownership any, all or portions of Phase II (2) through Phase C (100).

(b) To change or modify this document to add subsequent phases as herein provided or to amend to correct technical errors that do not materially effect the rights of the owners and its exhibits, subsequent contingent documents, and their exhibits, and the design, construction type, order, number, value and proportionate interest of subsequent phases, buildings, or condominiums.

ARTICLE II FILED IN DEED - M BOOK 404 PAGE 624
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CONDOMINIUM PROPERTY

Section 1. Land. The Grantor is the sole owner of the land containing a total of 20.340 acres, of which Phase I is 0.433 acres, and Grantor has a contract to purchase 8.278 acres, all of which is more particularly described in Exhibit "A" herein 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 Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 137. The 28.618 acres is the total land mass upon which the Grantor proposes to construct condominium units know as THE GATHERINGS HORIZONTAL PROPERTY REGIME I.

Section 2. Condominium Units: Location and Description. The Grantor does hereby, by duly executing this Master Deed, submit Phase I as shown on Exhibit "B" attached hereto, 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, and does hereby state that it proposes to create and does hereby create, with respect to the Property, a Horizontal Property Regime not to exceed One Hundred (100) Phases and not to exceed Two Hundred (200) units that shall be known as THE GATHERINGS HORIZONTAL PROPERTY REGIME I to be governed by and subject to the provisions of this Master Deed and the provisions of the Horizontal Property Act of South Carolina.

That the improvements constructed on and forming part of the Phase I Property is constructed in accordance with the plot plans and floor plans identified as Exhibit "C" attached hereto and made a part hereof which plans are certified by Frank Spencer, III, Registered Architect, Robert W. Barbee, III, Registered Professional Engineer, and Kurt Herrman, Architect.

Section 3. Common Element. The Common Elements, either General Limited, of the entire Condominium Property, are exclusive of the Condominium Units, as shown on The Plot Plan contained in Exhibit "C" of this Master Deed.

Section 3.1. The General Common Elements shall include without limitation the following, if present, to-wit:

(a) The land upon which the building enclosing the Condominium Units are situated, the paved parking areas, the walkways, the building area under roof except individual apartments, and the remaining common areas surrounding the Condominium Units, and all easements, rights and hereditaments appurtenant to the land described in Exhibit "A" and shown on The Plot Plan contained in Exhibit "C". Reference to said Plot Plan is craved for details as to square footage, etc., exclusive of Limited Common Elements hereinafter described.

(b) All improvements exclusive of the Condominium Units and Limited Common Elements, erected, or which may be erected in future phases of this Regime, upon the land described in Exhibit "A", including without limitation:

1) The roof covering of the Condominium Unit; 2) The exterior siding, fascia, sheathing and building paper on the buildings enclosing the Condominium Units; 3) The pipes, wires, conduits, pumps, motors and other equipment installed to provide utility service to the Condominium Units or to portions of the Common Elements, provided, however, that title to all water and sewer pipes, pumps, mains and accessory equipment shall be, and hereby is, reserved to the Grantor, its successors and assigns; 4) The roads, streets, parking areas, street signs, storm draining, guttering, retaining walls, walkways, paths, trees, gardens and landscaping located upon the land; 5) Any pier or dock extending from the land; 6) Any tennis courts, bicycle paths, jogging trails, swimming pool, bath house, and other recreational facilities which

may now or hereafter be located upon the land; and 7) All other elements of the Condominium Property rationally of common use or necessary to its existence, maintenance and safety.

Section 3.2. The Limited Common Elements shall include the following, if present, to-wit:

The rear and front yards and service areas, if any, (shown on The Plot Plan attached hereto and identified as Exhibit "C") adjacent to each Condominium Unit, the fences screening the service area and the patios and balconies adjacent to each Condominium Unit, if any, and all other common elements associated with one or more than one Condominium Unit but not all of these Condominium Units.

ARTICLE III

DEFINITIONS

As used in this Master Deed and By-Laws and Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

1) "The Property" means the total of 0.433 acres of land ("Land") described in Exhibit "A"; the buildings constructed or to be constructed in future phases upon the Land, situated as shown on the Plat of the Condominium Property contained in Exhibit "B" or on future plats dedicating future phases to the Regime as prescribed herein; the proposed Condominium Units which are or may be enclosed within such buildings as described in Article II of this Master Deed and which are portrayed graphically on the Plans contained in Exhibit "C" or on future plats dedicating future phases to the Regime as prescribed herein; and all other improvements and property, real, personal and mixed, situated upon or appurtenant to the Land, which are or may be made part of THE GATHERINGS HORIZONTAL PROPERTY REGIME I.

2) "Master Deed" means this instrument, as it may from time to time be amended.

3) "Association" means THE GATHERINGS HOMEOWNERS ASSOCIATION, INC., a South Carolina Non-Profit Corporation. Said entity is responsible for the operation of the Condominium. During any period when a Management Agreement is in effect, any rights or responsibilities of the Association shall also be the rights and responsibilities of the Management Firm under said Management Agreement.

4) "By-Laws" means the By-Laws of THE GATHERINGS HOMEOWNERS ASSOCIATION, INC.

5) "Common Elements" means the portions of the Condominium property not included in the Units. Common Elements shall include the tangible personal property required for maintenance and operation of the Condominium even though owned by the Association.

6) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units.

7) "Condominium" means that form of ownership of Condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

8) "Horizontal Property Act" means and refers to the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976 (as amended) and all references to the "Horizontal Property Act" adopted and enacted from time to time.

9) "Common Expenses" means the expenses for which the unit owners are liable to the Association.

10) "Common Surplus" means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses.

11) "Condominium Property" means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

12) "Assessment" means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owners.

13) "Condominium Parcel" or "Parcel" means a unit, together with the undivided share in the common elements which are appurtenant to the unit.

14) "Condominium Unit" or "Unit" is a unit referring to each of the separate and identified units delineated in the Plat attached

to the Master Deed as Exhibit "B" and when the context permits the Condominium Unit includes its share of the common elements appurtenant thereto.

"Condominium Unit" or "Unit" may be one of seven (7) different types known as A, A Modified, B, B Modified, C, D, or E. Types A, A Modified, B, B Modified, C and D are single detached buildings. Type E is multi-unit building. All of which is more graphically shown on Exhibit "C" of this Master Deed.

Each unit, in addition to its share of the common elements, is composed of the interior cubic space, fixtures, appliances, furnishings, walls, floors, ceilings and building materials within the following boundaries:

SINGLE DETACHED BUILDINGS

(Units A, A Modified, B, B Modified, C and D)

- a) The upper boundary shall extend to the inner surface of the roof sheeting over the unit.
- b) The lower boundaries of the unit shall extend to the bottom of the granular fill beneath the foundation footings.
- c) The parametrical boundaries of the unit shall extend to the rear surface of the wall sheeting to which the existing siding of the unit is attached.

MULTI UNIT BUILDINGS

(Type E)

- a) The space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space.
- b) All interior dividing walls and partitions (including the space occupied by such walls or partitions).
- c) The decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load-bearing walls) and floors, ceilings, consisting (as the case may be) of paint, gypsum board, carpeting, tiles, and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and from utility

lines, pipes or systems serving the dwelling space. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall system designed for the service of any particular dwelling space of a building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any unit.

15) "Unit Owner" or "Owner of a Unit" or "Parcel Owner" means the owner of a Condominium parcel in fee simple.

16) "Developer" and/or "Grantor" means THE GATHERINGS, INC., a corporation duly authorized and licensed to do business in South Carolina, its successors and assigns and also includes any mortgagees, their successors and/or assigns, obtaining title from Developer by means of foreclosure or deed in lieu of foreclosure.

17) "Institutional Mortgages" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender or the Developer/Grantor, its successors and assigns, when it takes a purchase money mortgage.

18) "Occupant" means the person or persons, other than the unit owner, in possession of a unit.

19) "Condominium Documents" means this Master Deed, the By-Laws and all Exhibits annexed hereto, as may be amended from time to time.

20) "Board of Administration" or "Board of Directors" or "Board" means the representative body responsible for administration of the Association.

21) "Management Agreement" means and refers to that certain Agreement which provides for the management of the Condominium property.

22) "Management Firm" means and refers to the entity identified as the Management Firm in the Management Agreement, its successor and assigns. The Management Firm shall be responsible for the Management of the Condominium property as provided in the Management Agreement.

23) "Recreational Area" means the herein described area of the property and some of the common amenities associated with the Condominium Property as may be shown on the Plat.

24) "Association Properties" means such property as is owned by the Association from time to time in accordance with the terms of this Master Deed.

25) Unless the context otherwise requires, all other terms in this Master Deed shall be assumed to have the meaning attributed to the said term by the Horizontal Property Act of the State of South Carolina, Title 27, Chapter 31, Code of Laws of South Carolina, 1976, as amended, as of the date of this Master Deed.

ARTICLE IV

THE GATHERINGS HOMEOWNERS ASSOCIATION, INC.

Section 1. Formation. Each Condominium Unit Owner shall be a member of THE GATHERINGS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association"), a South Carolina Non-Profit Corporation existing under the laws of the State of South Carolina. The Association shall be managed by a Board of Directors elected by and from the Condominium Unit Owners.

Section 2. By-Laws. The affairs of the Association and the administration of the Condominium Property shall be governed by the provisions of this Master Deed and By-Laws, (a copy of which is attached hereto as Exhibit "E").

The By-Laws of the Association may be amended from time to time, but only in the manner expressly provided in the By-Laws.

Section 3. Voting. On all matters relating to the Association or to the Condominium Property upon which a vote of the Condominium Unit Owners is taken, the Condominium Unit Owner shall vote in proportion to their respective interest in the Common Elements as set forth in Exhibit "D". Any motion shall carry if it receives the affirmative vote of a simple majority of the Condominium Unit Owners, unless a different majority is specified in this Master Deed or in the By-Laws. A simple majority of the Condominium Owners shall consist of Fifty-One (51%) percent of the total interest in the Common Elements.

Section 4. Covenant to accept Ownership and Maintenance of Water and Sewer Utilities upon request.

Each unit owner by acceptance of a deed to a unit in this Horizontal Property Regime covenants that the Homeowners' Association shall upon request by the owner of the sewer and water utilities servicing THE GATHERINGS HORIZONTAL PROPERTY REGIME I accept ownership and maintenance of same. The owner of said utilities shall have the right to convey to The Homeowners' Association the ownership and maintenance of said facilities provided the owners shall not make any such request until at least 100 units have been sold.

The sewer and water utilities shall include but not be limited to all collection and distribution lines, pumps and related equipment, meters, treatment facilities, leases, options, easements, etc.

Nothing contained herein shall compel the owner of said facilities to convey same and conveyance of same shall be discretionary with the owner.

Nothing contained herein shall be construed as meaning that said facilities as built or to be built shall be for the exclusive ownership and use of the owners of units within THE GATHERINGS HORIZONTAL PROPERTY REGIME I.

Upon conveyance of same the utilities shall become a common element.

Section 5. Binding Effect. All agreements, decisions and resolutions legally made by the Association in accordance with the provisions of this Master Deed and the By-Laws shall be binding upon all Condominium Unit Owners.

Section 6. Management Firm. The responsibility for administration of the Condominium Property may be delegated by the Association to a professional management firm. By proper resolution of the Association, such a management firm may be authorized to assume any of the functions, duties, and powers assigned to the Board of Directors in the By-Laws or in this Master Deed.

ARTICLE V FILED IN DEED - M BOOK 404 PAGE 631
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CONDOMINIUM UNIT—OWNERSHIP AND USE

Section 1. Ownership of Condominium Unit. Each Condominium Unit, together with its undivided interest in Common Elements, shall constitute a separate parcel of real property, and each Condominium

Unit Owner shall be entitled to exclusive ownership and possession of his/her Condominium Unit, subject to: 1) The provisions of this Master Deed and the easements, restrictions, covenants and encumbrances set forth herein; 2) The By-Laws of the Association, as they may be amended from time to time, together with the regulations and resolutions that may be adopted by the Association or its Board pursuant to the By-Laws; 3) The Horizontal Property Act of the State of South Carolina.

Section 2. Legal Description. Each Condominium Unit may be sufficiently described for purposes of deeds, mortgages, leases and other conveyances by referring to its designated unit number and letters and by reciting that it is part of THE GATHERINGS HORIZONTAL PROPERTY REGIME I as established by this Master Deed. The conveyance of the individual unit shall be deemed to convey the undivided interest in Common Elements appurtenant to that Unit. The Ownership of an undivided interest in Common Elements appurtenant to a Unit shall be inseparable from the Unit and no such undivided interest may be conveyed or encumbered except as an appurtenance to the Unit.

Section 3. Maintenance and Repair: Every Unit Owner shall be responsible at his own expense for maintaining, repairing, and decorating all interior walls, ceilings, floors and other elements of his Unit, as described in Article II, Section 2. However, no Unit Owner shall make structural modifications or alterations to his Unit, nor shall any Unit Owner alter any door, window, vent, flue, terrace, deck, balcony, or courtyard without obtaining prior written approval of the Board. Written notice of any intended modification shall be given to the Board, setting forth details and requesting approval. The Board shall consider the request and decide whether approval shall be granted. The Board shall advise the Unit Owner of its decision in writing within one hundred twenty (120) days from the receipt of the request. Nothing in this section shall relieve the Unit Owner from obtaining approval for alterations required by other applicable covenants or restrictions. No Unit Owner shall undertake to modify any portion of the Common Elements.

ARTICLE VI

COMMON ELEMENTS - OWNERSHIP AND USE

Section 1. Ownership of Common Elements. Each Unit Owner, either of the initial phase or hereafter established Phase(s) shall own

as an appurtenance of his Unit the undivided interest in the Common Elements specified in Exhibit "D". The percentage interest set out therein represent the values of each Unit in proportion to the total value of the Property, as well as the proportionate representative for voting purposes in the meeting of the Association. For the purpose of this instrument, the total value of the property is FOURTEEN MILLION AND NO/100 (\$14,000,000.00) DOLLARS for all phases. The values for the individual units are as listed in Exhibit "D" hereto. The stated individual value for each Unit indicated in Exhibit "D" (\$70,000.00 per unit) shall not be deemed to establish or limit the price for which the Property or any Unit may be sold or exchanged.

Section 2. No Partition. So long as this Master Deed has not been terminated in accordance with the provisions of Article XII, and so long as two-thirds (2/3) of the Condominium Property has not been substantially destroyed within the meaning of Article X, the Common Elements shall remain undivided and no Unit Owner shall have the right to bring any action for partition or division.

Section 3. Use of Common Elements. Each Unit Owner shall have the right to use the Common Elements for their intended purposes in common with all other Unit Owners. Each Unit Owner shall have also a non-exclusive easement appurtenant to his Unit for ingress and egress over the Common Elements for access to and from his Unit, which shall extend to the family members, guests, agents and servants of the Unit Owner. All rights to use and enjoy the Common Elements shall be subject to the provisions of the Horizontal Property Act, this Master Deed, the By-Laws of the Association, and all rules and regulations adopted by the Association pursuant to the By-Laws.

Section 4. Operation Maintenance. The maintenance, repair, replacement, management, operation and use of the Common Elements shall be the responsibility of the Board, and the expenses incurred for such purposes shall be assessed as Common Expenses. The Board may, however, delegate these duties to a management firm.

ARTICLE VII

COMMON EXPENSES

Section 1. Enumeration of Expenses. Each Unit Owner shall bear in proportion to his respective interest in the Common Elements the following expenses:

Section 1.1. Expenses incurred in operating, maintaining, improving, repairing and replacing the Common Elements.

Section 1.2. Expenses incurred in operating, maintaining, improving

repairing, insuring, replacing, etc., the swimming pool and other associated amenities.

Section 1.3. Expenses incurred in administering the affairs of the Association including salaries, wages and any compensation paid to a management firm for such purposes.

Section 1.4. Expenses incurred in providing public liability insurance and hazard insurance adequate to cover the Condominium Property, exclusive of Unit contents and furnishings as provided in Article IX of this Master Deed.

Section 1.5. Contributions to provide sufficient reserves to make such general reserves to operate the Condominium Property and to administer the affairs of the Association.

Section 1.6. Contributions to provide sufficient reserves to make such major repairs or replacements to the Common Elements as may be required from time to time.

Section 1.7. Any other costs related to the operation, maintenance and preservation of the Condominium Property or administration of the affairs of the Association which are declared by this Master Deed to be Common Elements, and any valid charge against the Condominium Property as a whole.

Section 2. Assessments. All assessment of Common Expenses shall be fixed by the Board and made payable at such times as the Board determines annually.

Section 3. Liability of Unit Owner. No Unit Owner may exempt himself from liability for Common Expenses by waiving the use of enjoyment of the Common Elements or by abandoning his Unit.

Section 4. Lien Upon Unit. All assessments of the Association for the share of Common Expenses chargeable to any Unit which are unpaid after becoming due shall, upon proper recording in the Office of the Clerk of Court for Beaufort County, South Carolina, constitute a lien against such Unit prior and superior to all other liens except:

(1) Liens for property taxes upon the Unit in favor of any taxing authority; and (2) Mortgage liens duly recorded prior to such delinquency.

The lien of such assessments may be foreclosed by the Board acting on behalf of the Association in the same manner as a mortgage upon real property. In the event of foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit during pendency of the foreclosure action, and a Receiver may be appointed to collect the rentals during such a period. The Board, on behalf of the Association,

may bring suit for judgements, against the Unit Owner in the amount of delinquent assessments. In the event the foreclosure or suit for money judgement, a reasonable amount may be added to the sum due for attorney's fees and other costs of collection. The lien created by this section shall cover rentals accruing during the pendency of the foreclosure action and any reasonable amount of attorney's fees and other costs of collection.

Section 5. Sale of Units. Upon the sale or conveyance of a Unit, all unpaid assessments against a Unit Owner for his pro-rata share of Common Expenses shall first be paid out of the sale price or by the purchaser or Grantee in preference over any other assessments, charges, or liens, except the following:

Section 5.1 Lien for taxes and special assessments upon the Unit which are unpaid.

Section 5.2 Payment due under mortgages upon the Unit which are duly recorded prior to such sale or conveyance.

Section 6. Foreclosure Purchaser. If the institutional mortgagee of a Unit acquired title by foreclosure of its mortgage, or by deed in lieu of foreclosure, or if a purchaser acquires title at a foreclosure sale, such purchaser shall not be liable for the share of Common Expenses assessed by the Association upon the Unit so acquired accruing after the date of recording of such mortgage but prior to the acquisition of title. The unpaid assessments occurring during such period shall be deemed Common Expenses collectible from all Unit Owners, including such purchaser, his successors, heirs and assigns. The provisions of this Section; however, shall not release any Unit Owner from personal liability for unpaid assessments.

Section 7. Records. The Board, or a management firm, which it employs shall keep accurate and detailed records, in chronological order, of receipts and disbursements connected with the operation, administration, maintenance, repair and replacement of the Condominium Property. Such records, together with the vouchers authorizing payments, shall be available for examination by the Unit Owners at convenient hours on working days, with the appropriate hours being set.

ARTICLE VIII

RESTRICTIONS, COVENANTS, EASEMENTS

Section 1. Covenant to Comply with Restrictions and Obligations. Each Unit Owner by acceptance of a deed to a Unit in this Horizontal Property Regime ratifies and covenants to observe on behalf of himself, his heirs, successors and assigns, this Master Deed, the By-Laws, decisions and resolutions or the Association or Board, or their representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

Section 2. Utility Easements. Each Unit Owner shall have a non-exclusive easement appurtenant to his Unit for the use in common with other Unit Owners of all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any other Unit or within the Common Elements 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 the unit which is located in such units.

Section 3. Encroachments. There shall be an easement in favor of the Association to the extent that any portion of the Common Elements encroaches upon any Unit, and there shall be an easement appurtenant to any Unit to the extent any portion of the Unit encroaches upon the Common Elements or upon another Unit, whether such encroachment presently exists or occurs hereafter as a result of: 1) settling or shifting on any part of the Condominium Property; 2) repair, alteration or reconstruction of the Common Elements made by the Association or with its consent; 3) repair or reconstruction necessitated by condemnation of any part of the Condominium Property. Any such easements shall be permitted and maintained so long as this Master Deed remains in effect and the Condominium Property remains the subject to the Horizontal Property Act.

Section 4. Right of Access. The Association shall have the right of access to each Unit during reasonable hours and with reasonable notice for maintaining, repairing, or replacing any Common Elements located within the Unit necessary to prevent damage to the Common Elements or to another Unit. This easement and right of access may be exercised by the Board, by its agents and employees, or by a management firm to whom the responsibility of maintaining has been delegated. Damages resulting to any Unit because of such maintenance repairs shall be corrected promptly at the expense of the Association.

Section 5. Public Utility Easements. The Condominium Property

is subject to easements for access, ingreee and egress to adjacent utility owned property and to utility easements for installation, operation, and maintenance of electric and telephone distribution lines and for installation, operation and maintenance of water and sewer lines. The Board may grant easements and relocate existing easements for installation of utilities if such easements are beneficial to the operation of the Condominium Property. If the location or nature of any utility easement is adverse to the Condominium Property or of doubtful benefit, the Board may grant such easements only when authorized by a vote of the Association.

ARTICLE IX

INSURANCE FILED IN DEED - M BOOK 484 PAGE 637
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Section 1. Hazard Insurance. The Board shall insure the Condominium Property against loss or damage due to fire, windstorm, wind-driven water, lightning, earthquake and flood, with extended coverage, in an amount not less than the maximum insurable replacement value of the Condominium Property as determined by periodic appraisals of the Condominium Property for insurance valuation purposes which the Board shall require to be conducted by a qualified appraiser not less frequently than every other year to the Master Policy and the amount of coverage shall in no event be less than the agreed value.

Section 1.1 All hazard insurance policies obtained by the Board shall designate the Board as the named insured as Insurance Trustee for the benefit of all Unit Owners and their mortgagees collectively, as their respective interest may appear. In the event of loss or damage, all insurance proceeds shall be paid to the Board of Insurance Trustee under the provisions of this Master Deed.

Section 1.2 All hazard insurance policies obtained by the Board 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.

Section 1.3 If obtainable, all hazard insurance policies upon the Condominium Property shall include provisions waiving: 1) Any rights of the insurer to subrogation against the association, its agents and

employees, and against the individual Unit Owners and their servants, agents and guests; and 2) Any rights of the insurer to contributions from hazard insurance purchased by the Unit Owners upon the contents and furnishings of their Units.

Section 1.4 Each mortgagee of which the Board has notice, as evidenced by a Certificate of Insurance having been requested and issued to said mortgagee, shall be entitled to receive upon request, a copy of each appraisal as called for in Section 1 above.

Section 1.5 Each hazard insurance policy shall contain a mortgagee provisions designating the interests 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 as described in Section 1.4 of this Article IX.

Section 2. Public Liability Insurance. The Board may obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable, but in no event less than \$500,000.00 for injury, including death, to a single person; \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 property damage. 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, 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 shall be assessed as Common Expenses and paid by the Board.

Section 5. Insurance by Unit Owner. Each Unit Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, 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: 1) Any

right of the insurer to subrogation to claims against the individual Unit Owners, as well as their agents, servants, employees and guests; and 2) Any right of the insurer to contribution or pro-ration because of the Master Hazard Policy.

Section 6. Substitution of Insurance Trustee. The Board, 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 shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee under the terms of this Master Deed.

ARTICLE X

RECONSTRUCTION AND REPAIR

Section 1. Reconstruction. In the event of casualty, loss or damage to the Condominium Property, the Board shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Condominium Property in accordance with the provisions of this Article. Reconstruction or repair shall be mandatory for any casualty loss or damage to the Condominium Property occurring before January 1, 1997; thereafter, reconstruction or repair shall be mandatory unless two-thirds (2/3) or more of the condominium is destroyed or substantially destroyed. If after January 1, 1997, two-thirds (2/3) or more of the Condominium Property is destroyed or substantially damaged, the insurance indemnity received by the Board shall be distributed to the Unit Owners and their mortgagees jointly in proportion to their respective interests in Common Elements, unless otherwise unanimously agreed by the co-owners. The remaining portion of the Condominium Property shall be subject to an action for partition at the suit of any Unit Owner or lienor 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-rata among all Unit Owners and their mortgagees jointly in proportion to their respective interests in Common Elements. If any casualty loss or damage occurs prior to January 1, 1997, or thereafter if less than two-thirds (2/3) of the Condominium Property is destroyed, repairs shall be conducted in the following manner:

1.1 Any reconstruction or repair must follow substantially the original plans and specifications of the Condominium Property unless the Unit Owners holding sixty-seven (67%) percent or more of the total interest in Common Elements and their mortgagees, if any, vote to adopt different plans and specifications and all Unit Owners whose Units are affected by the alterations unanimously consent.

1.2 The Board shall promptly obtain estimates of the cost required to restore the damaged property in its condition before the casualty occurred. Such costs may include professional fees and premiums for bonds as the Board deems necessary.

1.3 If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the deficiency shall be paid as a special assessment by the Unit Owners whose Units are directly affected by the damage in proportion to the damage done in their respective Units.

1.4 The insurance proceeds received by the Board and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board shall disburse payment of the costs of reconstruction and repair. It shall be presumed that the first disbursements from the construction fund are 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 that of the Association.

Section 2. Insurance Trust. In the event of a casualty loss to the Condominium Property, all insurance proceeds indemnifying the loss or damage shall be paid to the Board as Insurance Trustee. The Board, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this Article, and for the benefit of the Association, the Unit Owners, and their respective mortgagees in the following shares:

2.1 Insurance proceeds paid on account of loss or damage to the Common Elements only shall be held in the same proportion as the undivided interest in the Common Elements which are proappurtenant to each of the Units.

2.2 Insurance proceeds paid on account of loss or damage to less than all the Units, when the damage is to be restored, shall be held for the Unit Owners and their mortgagees as their interests may appear, of the damaged Units in proportion to the costs of repairing each damaged Unit.

2.3 Insurance proceeds paid when the Condominium Property is not to be restored shall be held for the benefit of all Unit Owners and their respective mortgagees as their interests may appear, the share of each being equal to the individual share in Common Elements appurtenant to his Unit.

2.4 In the event a Certificate of Insurance has been issued to a Unit Owner bearing an institutional mortgagee endorsement, the share of the Unit Owner shall be held in trust for the institutional mortgagee and the Unit Owner as their interests may appear, provided however, that no institutional mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for insurance proceeds paid jointly to the Unit Owners and their respective institutional mortgagees pursuant to the provisions of this Master Deed.

Section 3. Adjustment. Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights

ARTICLE XI

AMENDMENTS

Section 1. By Unit Owners. This Master Deed and the By-Laws may be amended from time to time at a duly held meeting of the Association by the affirmative vote of the Unit Owners holding sixty-seven (67%) percent or more of the total interest in Common Elements, provided, however, that no amendment shall alter the dimensions of the Unit or its appurtenant interest in Common Elements without the written consent of the Unit Owner and its institutional mortgagees, if any, affected by the proposed alteration. Duly adopted amendments shall become effective when an instrument setting forth the amendment has been executed and filed of record by the officers of the Association.

ARTICLE XII

TERMINATION

Section 1. Casualty or Condemnation. If after January 1, 1997 two-thirds (2/3) or more of the Condominium Property is substantially destroyed or taken by condemnation, the Condominium Property may be removed from the provisions of this Master Deed and the Horizontal Property Act in accordance with Article X.

Section 2. Voluntary Termination. This Horizontal Property Regime may also be terminated, removing the Condominium Property from the provisions of this Master Deed and the Horizontal Property Act, if the record owners of title to the Units and the record owners of mortgages upon the Units agree in a written instrument to termination unanimously or in such percentage as may then be required for termination by the Horizontal Property Act. Termination shall become effective upon recordation of such written instrument, duly executed by the requisite number of Unit Owners and institutional mortgagees.

Section 3. Ownership After Termination. After Termination of this Horizontal Property Regime, the Unit Owners shall own the Condominium Property as tenants in common in undivided shares and the holders of mortgages and liens upon the Units shall have mortgages and liens upon the respective undivided common interest of the Unit Owners. The undivided share of each tenant in common shall be the same as his undivided interest in Common Elements prior to termination. Any asset of the Association, any funds held by the Board, and any insurance proceeds shall also be the property of the former Unit Owners and tenants in common in the same undivided shares as their interest in Common Elements prior to termination. The costs incurred by the Board in connection with termination shall be considered a Common Expense.

Section 4. Partition. After termination, the Condominium Property shall be subject to an action for partition by any Unit Owner or any lienor in which event the net proceeds from the judicial sale shall be divided among all Unit Owners in proportion to their respective interest in Common Elements and paid to each Unit Owner and institutional mortgagee.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. Conflicts. This Master Deed is made and declared in compliance with the Horizontal Property Act of the State of South Carolina. In the event of any conflict between this Master Deed and the provisions of the Horizontal Property Act, the provisions of this Statute shall control.

Section 2. Applicable Law. The provisions of this Master Deed shall be construed under the laws of the State of South Carolina.

Section 3. Invalidity. The invalidity of any provisions of this Master Deed shall not impair the validity, enforceability, or effect of the remaining provisions; and in such event, all other provisions shall continue in full force as if the invalid provisions had not been included.

Section 4. 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.

Section 5. Exhibits. All exhibits to this Master Deed shall be an integral part of this instrument.

Section 6. Captions. Captions are inserted in this Master Deed for convenience only and are not to be used to interpret the provisions of this instrument.

IN WITNESS WHEREOF, Grantor has executed this Master Deed in its name this day, month, and year first above written.

FILED IN DEED - M BOOK 404 PAGE 643
FILED AT 101500 ON 09/27/84

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE GATHERINGS, INC.

Pat M Davis

BY:

George Lumbly

ATTEST

William H Blount

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

PROBATE

Personally appeared before me, Pat M Davis, who, on

oath, says that s/he saw the with-in GATHERINGS, INC., by

George Lumbly, its President, sign the within
Master Deed, and William H Blount its Secretary, attest

the same and the said Corporation, by said Officers, seal said Master
Deed, and as its act and deed, deliver the same, and that s/he with

Sherwood T Jorden witnessed the execution thereof.

Pat M Davis

SWORN TO BEFORE ME THIS

27 DAY OF September, 1984.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 4/11/89

FILED IN DEED - M BOOK 484 PAGE 644
FILED AT 101500 ON 09/27/84

CONSENT AND SUBORDINATION

The undersigned, Bankers Trust of South Carolina, the owner and holder of a certain mortgage given by J. Bryan Loadholt, Winifred U. Blount and Sherwood N. Fender, which Mortgage is duly recorded in the office of the Clerk of Court for Beaufort County, South Carolina, hereby evidences its consent to the Master Deed and agrees that the lien of the Mortgage above mentioned is hereby subordinated to said Master Deed.

IN WITNESS WHEREOF, BANKERS TRUST OF SOUTH CAROLINA has executed this Consent and Subordination this 27th day of September, 1984

Witnesses:

Janice M. Horton
Donna B. Harvey

BANKERS TRUST OF SOUTH CAROLINA

By

W. E. Standish, III

Attest:

Connie E. Glass
A.P.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Janice M. Horton who, on oath says that s/he saw the within named BANKERS TRUST OF SOUTH CAROLINA by W. E. Standish, III, its Vice-President sign the within Consent and Subordination and Connie E. Glass, its Assistant Vice-President attest the same and that s/he with

Donna B. Harvey witnessed the execution thereof.

SWORN TO before me this 27th day of September, 1984.

Donna B. Harvey (L.S.)
Notary Public for S. C.
My Comm. Expires:

7-1-87

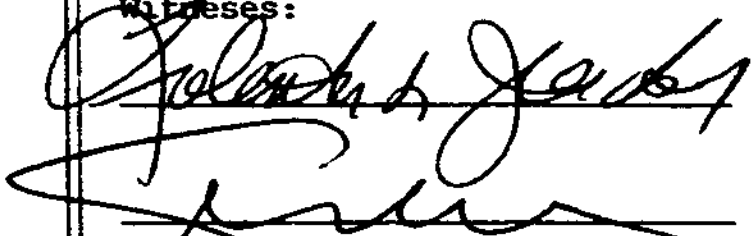
Janice M. Horton

CONSENT AND SUBORDINATION

The undersigned, Winifred U. Blount, the owner and holder of a certain mortgage given by The Gatherings, Inc. which Mortgage is duly recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Mortgage Book 287 at Page 1171 hereby evidences her consent to the Master Deed and agrees that the lien of the mortgage above mentioned is hereby subordinated to said Master Deed.

IN WITNESS WHEREOF, Winifred U Blount has executed this Consent and Subordination this 27th day of September, 1984.

Witnesses:




Winifred U. Blount

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Roberta N. Jaeckel and made oath that she saw the Winifred U. Blount sign the within Consent and Subordination Agreement and that she with Sherwood N. Fender witnessed the execution thereof.

SWORN TO before me this 27th day of September, 1984.

 (L.S.)
Notary Public for S. C.
My Comm. Expires 4-11-89

FILED IN DEED - M BOOK 404 PAGE 646
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INDEX OF EXHIBITS TO

MASTER DEED

EXHIBIT "A"	Description of Land and Easements
EXHIBIT "B"	Plat (Survey) of land, showing Property and Phase I
EXHIBIT "C"	Plot plan and floor plans
EXHIBIT "D"	Phases of THE GATHERINGS, INC. and the percentage of Common Elements pertaining thereto
EXHIBIT "E"	By-Laws of THE GATHERINGS HOMEOWNERS ASSOCIATION, INC.
EXHIBIT "F"	Initial Amenities to be constructed by the developer
EXHIBIT "G"	Proposed Annual Maintenance for 1983-1984

FILED IN DEED - M BOOK 404 PAGE 647
FILED AT 101500 ON 09/27/84

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

EXHIBIT "A"
DESCRIPTION OF LAND

LAND - MASTER PLANNED LAND FOR THE
GATHERINGS HORIZONTAL PROPERTY REGIME I

ALL that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in Bluffton Township, Beaufort County, South Carolina and being more particularly shown and described as 28.618 acres (20.340 owned by The Gatherings, Inc. and 8.278 acres which The Gatherings, Inc. has a contract to purchase) all of which is more particularly shown on a plat prepared by Sea Island Engineerings, Inc., Benjamin Wilson, R.L.S., dated the 27th day of September, 1984 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 137.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

EXHIBIT "A"
DESCRIPTION OF LAND

LAND - PHASE I

ALL that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in Bluffton Township, Beaufort County, South Carolina and being more particularly shown and described as Phase I of The Gatherings Horizontal Property Regime I, containing 0.433 acres, on a plat prepared by Sea Island Engineering, Inc., Benjamin Wilson, R.L.S., dated the 27th day of September, 1984 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 137.

The Grantor reserves a non-exclusive easement on and across all streets and roads at any time constructed within the Property, including all streets and roads constructed, or to be constructed, on any of the additional property, which roads may be necessary or convenient, for the purpose of pedestrian and motor vehicular access to and from the additional property or any portion thereof, or any contiguous properties of the Grantor, and a non-exclusive easement to connect into and use in all common utility systems within the Property including, without limitation, all pipes, wires and other apparatus used in providing electricity, gas, water, sanitary sewer, storm sewer and drainage and telephones; provided, however, that nothing contained in this paragraph shall be deemed to impose any affirmative obligation upon Grantor or future owner or owners of the additional property to construct thereon or on any portion thereof, any street, road, or utility system or to require any such street, road, or utility system be located in any particular location or configuration so long as access and usage are provided as aforesaid regarding any such street, road, or utility system as may from time to time be constructed.

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EXHIBIT "B"

Exhibit "B" is a plat of record prepared by Sea Island Engineering, Inc., Benjamin Wilson, R.L.S., dated the 27th day of *September* 1984, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 32 at Page 137.

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EXHIBIT "C"

PLOT PLAN

The Plot Plan is contained in the plat which is attached hereto as Exhibit "B". The maximum number of units to be constructed is 200. The total number of phases will not exceed 100. Each phase may have from one (1) to sixteen (16) units located therein.

The units to be constructed will be of seven (7) types. Each of the seven (7) types of units to be constructed is shown on the Exhibits attached hereto.

*Plat Plans Recorded with Plat
Recorded in Plat Book 32 at
Page 137*

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EXHIBIT "D"

The percentage of ownership of a unit in the common elements is determined by taking the total number of units committed to condominium and dividing same into One Hundred (100). (Each and every unit share ownership in the common elements equally.)

For example:

<u>No. of Units Committed to Condominium</u>	<u>Each Units Ownership In the Common Elements</u>
1	100.000
2	50.000
3	33.333
4	25.000
5	20.000
6	16.666
7	14.285
8	12.500
9	11.111
10	10.000
20	5.000
30	3.333
40	2.500
50	2.000
60	1.666
70	1.428
80	1.250
90	1.111
100	1.000
200	.500

The stated individual value for each unit is \$70,000.00 and the total stated value for all units is \$14,000,000.00.

EXHIBIT "E"

BY-LAWS

OF

THE GATHERINGS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

IDENTITY

The following By-Laws shall govern the operation of the Gatherings Horizontal Property Regime I created by the Master Deed.

The Association whose name appears at the end of this Instrument is a South Carolina Non-Profit Corporation organized and existing under the Laws of the State of South Carolina for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Master Deed to which these By-Laws are attached.

Section 1. The office of the Association shall be at the Gatherings, Inc., or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "South Carolina", the words "Non-Profit Corporation" and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Master Deed to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Master Deed to which these By-Laws are attached.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Membership in the Association shall be limited to the Owners of the Condominium Units in Condominiums wherein this Corporation has been designated by the Association to operate and administer said Condominium by virtue of the Master Deed. Transfer of Unit Ownership, either voluntarily or by operation of law, shall terminate membership in the Association and said membership is to become vested in the transferee. If Unit Ownership is vested

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in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If Unit Ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Section 2. Voting.

a) The Owner(s) of each Condominium Unit shall be entitled to one (1) vote. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

b) A majority of the Unit Owners' total votes shall decide any question, unless the Master Deed, By-Laws or Articles of Incorporation of the Association provide otherwise. As used in these By-Laws, the term "Majority of Unit Owners" shall mean those Unit Owners holding fifty-one (51%) percent or more of the property, in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated on a Certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the

Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

a) They may, but they shall not be required to, designate a voting member.

b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible.)

c) Where they do not designate a voting member and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

ARTICLE III.

MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium(s) property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of meeting and shall be open to all Unit Owners.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting stating the time and place thereof to each Unit Owner of record at least fourteen (14) days prior to such meeting. Notices of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association.

Section 3. Annual Meeting. The annual meeting shall be held at 11:00 A.M. Eastern Standard Time, on the 2nd Friday of November of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited) a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the Notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present either

in person or by proxy, the meeting will be adjourned and additional notices given in accordance with these By-Laws and the presence in person or proxy of twenty-five (25%) percent or more of the voting members shall constitute a Quorum.

Section 7. Approval or Disapproval. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members, provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required when they are both present; or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 8. The Management Firm. The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notices of all Association meetings and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV.

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, as is determined from time to time by the members. All Directors, except those designated by the Developer, shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend for a two (2) year period and thereafter until he is removed in the manner provided in Section 3 below.

Section 2. First Board of Directors.

a) The first Board of Directors of the Association who hold office and serve until their successors have been elected and qualified shall consist of the following individuals:

WILLIAM H. BLOUNT
GEORGE S. LUMLEY
C. CARL GRAHAM

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b) The organizational meeting of a newly elected Board of Directors

of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further Notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. At any time after the second annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed with or without cause, by the affirmative vote of three-fourths (3/4) of the voting members in the Association, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the Office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written Notice of such resignation to the Office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such second annual meeting of the membership, the transfer of title of his Unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment; and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a Waiver of Notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation. The Directors' fees, if any, shall be determined by the voting members.

Section 11. The Management Firm. The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 12. Powers and Duties. The Board of Directors of the Association 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 the Master Deed, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

a) To exercise all powers specifically set forth in the Master Deed, this Association's Articles of Incorporation, these By-Laws, and the Horizontal Property Act, and all powers incidental thereto.

b) To make assessments, collect said assessments, and use and expand the assessments to carry out the purposes of the Association.

c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

d) To make and amend regulations respecting the operation and use of the Common Elements, Condominium property and Association properties, and the use and maintenance of the Condominium Units therein.

e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Master Deed to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Common Elements or Association properties susceptible to the separate management

or operation thereof, and to lease or concession such portions.

f) To further improve the Condominium Property, both real and personal, and purchase realty and items of furniture, furnishings, fixtures, and equipment for the foregoing, and acquire and enter into Agreements, subject to the provisions of the applicable Master Deed, this Association's Articles of Incorporation and these By-Laws.

g) Designate one or more committees which, to the extent provided in the resolution designating said committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

ARTICLE V.

FILED IN DEED - M BOOK 404 PAGE 661
FILED AT 101500 ON 09/27/84

OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of which shall be elected by the Board of Directors.

One person may hold more than one of the aforementioned offices. The President and Vice President shall be members of the Board of Directors.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected every two (2) years by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors.

b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and the financial condition of the Association.

c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

d) He shall give status reports to potential transferees on which reports the transferees may rely.

e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

FINANCE, ASSESSMENTS AND MAINTENANCE FEES

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association as may be designated by the Board of Directors. Obligations of the Association's shall be signed by at least two officers of the Association, provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks and all officers and employees of the Association and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms of the Management Agreement, attached to the Master Deed, to which these By-Laws are attached, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded, if any, among its employees.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the 1st day of July 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 4. Determination of Assessments.

a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for operation, maintenance, repair or replacement of the Common Elements and the limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses from time to time by the Board of Directors of the Association, or under the provisions of the Master Deed to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and to lease, maintain, repair, and replace the Common Elements and the limited Common Elements of the Condominium. Funds for the payment of common expenses shall be assessed against the Unit Owners

in the proportions or percentages of sharing common expenses, as provided in the Master Deed. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner determined by the Board of Directors. All funds due under these By-Laws, which are attached to the Master Deed, etc., are common expenses of this Condominium. Assessments, Installations, and maintenance fees that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten (10%) percent per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable.

b) A copy of the proposed annual budget of common expenses shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a Notice of that meeting. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of common expenses, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal year or calendar year exceeding twenty-five (25%) percent of such assessments for the preceding year, upon written application of twenty-five (25%) per cent of the Unit Owners, a special meeting of the Unit Owners shall be held upon no less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, unless these By-Laws shall require a larger vote, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the Unit Owners at a meeting, or by a majority of their

whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this Section. In determining whether assessments exceed twenty-five (25%) per cent of similar assessments in prior years, there shall be excluded in the computation, any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessment for betterments to the Condominium property if these By-Laws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

Section 5. Application of Payments and Co-Mingling of Funds.

All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments by a Unit Owner shall be applied to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances as provided herein and in the Master Deed and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default.

If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon Notice thereof to the Unit Owner; and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the Unit Owner.

Section 7. Audits. An audit of the accounts of the Association will be made upon request of a majority of the owners in the Association

and at such times as the Board of Directors deems necessary.

Section 8. Application of Surplus. Any payments or receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following year.

ARTICLE VII.

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements of the Condominium(s) which this Association operates and maintains except as specifically provided for in said Master Deed.

ARTICLE VIII. FILED IN DEED - M BOOK 404 PAGE 667
FILED AT 101500 ON 09/27/84

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner in any of the provision of the Master Deed, these By-Laws, or of the applicable portions of the Horizontal Property Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from date of Notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Master Deed, or of the pertinent provisions of the Horizontal Property Act, and the Association may then, at its option, have the following elections:

- a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit Owners.
- b) An action in equity to enforce performance on the part of the Unit Owner; or
- c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against the said Unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owners , Etc.

All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of an Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies. All rights, remedies, and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall

not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

ARTICLE IX.

ACQUISITION OF UNITS ON FORECLOSURE

Section 1. Acquisition of Units on Foreclosure. At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Master Deed to which these By-Laws are attached notwithstanding the sum of the Board of Directors determines to bid at such foreclosure sale.

Section 2. Transfer of Units. All Owners of Units shall notify the Association, of any transfer, by sale or otherwise, of said Unit within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit where the Association has not been notified as provided herein.

ARTICLE X.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

- 1) Notice of the meeting shall contain a statement of the proposed Amendment.
- 2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.
- 3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the members of the Association; and
- 4) Said Amendment shall be recorded and certified as required by the Horizontal Property Act.
- 5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in this Master Deed to which these By-Laws are attached. The system of administration may at any time be modified at a duly held meeting of the Association by the affirmative vote of the Unit Owners holding two-thirds (2/3) or more of the total interest in the Common Elements.
- 6) The Developer, so long as it owns more than ten (10%) percent of the Condominium Units in the Condominium reserves the right at any time to amend the By-Laws as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes of the project provided that such amendment shall not increase the proportion of common expenses nor decrease the Ownership of Common Elements borne by the Condominium Owner's.

ARTICLE XI.

NOTICES

Whatever Notices are required to be sent hereunder shall be

delivered or sent in accordance with the applicable provisions for Notices as set forth in the Master Deed to which these By-Laws are attached.

ARTICLE XII.

INDEMNIFICATIONS

The Association shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury to damage caused by the elements or by other Owners or persons.

ARTICLE XV.

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Horizontal Property Act, Master Deed or these By-Laws.

ARTICLE XVI.

LIENS

Section 1. Protection of Property. All liens against a Condominium Unit, other than for mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days of the date the lien was attached. All taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A Unit Owner shall be given Notice by the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such Notice to be given within five (5) days after the Unit Owner received Notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

FILED IN DEED - M BOOK 404 PAGE 672

ARTICLE XVII. FILED AT 101500 ON 09/27/84

RULES AND REGULATIONS

Section 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Association properties, the Common Elements and limited Common Elements of the Condominiums and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted, from time to time amended, and the Condominium documents, or the Horizontal Property Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and Master Deed and the provisions of said Master Deed shall prevail.

ARTICLE XVIII

DISPOSITION OF ASSETS UPON DISSOLUTION

The Gatherings Homeowners Association, Inc., shall upon dissolution transfer all assets owned by it to the American Red Cross. This provision applies only to those assets owned by The Gatherings Homeowners Association, Inc., and does not apply to any assets held by The Gatherings Homeowner's Association, Inc., in trust for any other person(s) or entity.

The foregoing was adopted as the By-Laws of The Gatherings Homeowners Association, Inc., at the first meeting of the Board of Directors.

FILED IN DEED - M BOOK 404 PAGE 673
FILED AT 101500 ON 09/27/84

INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Association Properties, Condominium Property, the common elements and limited common elements and the Condominium units shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and Regulations are as follows:

1) The sidewalks, if any, walkways, entrances, and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar type and nature be left therein or thereon.

2) The personal property of all unit owners shall be stored within their Condominium units.

3) No garbage cans, supplies, milk bottles or other articles shall be placed on the patios, decks, balconies, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies or entry ways, or exposed on any part of the limited common elements and common elements; and the limited common elements and common elements shall be kept free and clear of refuse, debris and other unsightly material.

4) No unit owners shall allow anything whatsoever to fall from the windows, patios, decks, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his unit any dirt or other substances outside of his unit or on the limited common elements or common elements of the Condominium.

5) Refuse and bagged garbage shall be deposited only in the area provided therefor.

6) No unit owners shall store or leave boats, trailers, mobile homes, recreational vehicles and the like on the Condominium property, except in areas designated for same.

7) Employees of the Association or Management Firm shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Firm or the Association.

8) No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television, radio or sound amplified in his unit in such a manner as to disturb or annoy other occupants of the Condominium.

9) No radio or television installation or other wiring shall be made without the written consent of the Board of Directors.

10) No sign, advertisement, notice or other letterings shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Association Properties, Condominium units, limited common elements, or condominium property by any unit owner or occupant without written permission of the Association.

11) Complaints regarding the service of the Condominium shall be made in writing to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors.

12) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element except such as are required for normal household use.

13) Payments of maintenance fees shall be made at the office of the Management firm, as designated in the Management Agreement. Payments made in the form of checks shall be made to the order of such party as the Management Firm shall designate.

14) The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the Condominium Association and its members. These additional Rules and Regulations shall be binding as all other Rules and Regulations previously adopted.

15) Rules and Regulations as to the use of the pool, Tennis Courts and facilities shall be posted as specified in the By-Laws of the Condominium Association and each unit owner, etc., shall observe all Rules and Regulations relating thereto.

16) No pets shall be allowed on the Condominium Property, on Association Properties, unleashed. Leashed pets must be accompanied by some responsible, mature adult.

17) Condominium units shall be used solely for residential purposes and no commercial activity shall be conducted thereon, however, nothing contained herein shall be construed so as to prohibit the Homeowners Association from Using units for management or maintenance purposes and further nothing shall prohibit the Developer from using units for purposes of construction and sales activities of units.

18) Unit owners parking shall be limited to private passenger vehicles except where a vehicle serves as both a work related vehicle and a private passenger vehicle then this prohibition shall not apply.

19) No outside television or radio antennas shall be placed on any units.

EXHIBIT "F"

INITIAL AMENITIES TO BE CONSTRUCTED
BY THE DEVELOPER

The Grantor will construct one swimming pool having a surface square area of not less than 1400 square feet and shall be constructed no later than August, 1985. In addition thereto, the Grantor will construct one asphalt tennis court no later than August, 1985. Said amenities shall be submitted to the Regime upon completion.

FILED IN DEED - M BOOK 484 PAGE 677
FILED AT 101500 ON 09/27/84

The Gatherings

Salt Marsh Drive
Hilton Head Island, South Carolina 29928
(803) 842-5303

George Lumley
(803) 671-6958

William H. Blount
(803) 846-8364

EXHIBIT "G"

REGIME FEES

Common Utilities	5.25
Pest Control	3.50
Refuse	7.00
Management Fees	12.33
*General Pool Maintenance	5.00
General+Landscape Maintenance	20.00
Termite Inspection	2.50
Insurance	16.00
Reserve	5.50
Security	8.00
Accounting, Legal and Administrative	9.50
	<u>94.58</u>

*General pool maintenance will not be assessed until such time as the pool has been constructed and is operational.

FILED IN DEED - M BOOK 404 PAGE 678
FILED AT 101500 ON 09/27/84

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:
(name, address)

THE GATHERINGS
Hwy 278
Salt Marsh Drive
Hilton Head, S. C. 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner):

The Gatherings, Inc.
51 Salt Marsh Dr.
Hilton Head, S. C. 29928

CONTRACTOR: The Gatherings, Inc.

CONTRACT FOR: Construction of four (4)
Residential Buildings

CONTRACT DATE: 9-1-83

DATE OF ISSUANCE: 8-1-83

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Building Construction for Building Units.
50,51,52 and 53 including clearing, fill, grading, and utilities.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial
Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when
construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the
Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is
attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all
Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will
be the date of final payment unless otherwise agreed to in writing.

ARCHITECT

Sea Island Engineering, Inc.
BY

2-23-84
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
from the above Date of Substantial Completion.

days

THE GATHERINGS
CONTRACTOR

BY

8-1-83
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date).

THE GATHERINGS
OWNER

BY

8-1-83
DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work
and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor
shall secure consent of surety company, if any.)

FILED IN DEED - M BOOK 404 PAGE 679
FILED AT 101500 ON 09/27/84



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report

Permit No. 9119

Date Requested _____

Owners Name The Batherings

Date Needed 2-27-84

General Contractor The Batherings

Sub-Contractor _____

Location Bluffton TWS - Beaufort County - Units 50-51-52-53

Phase I

Building	Electrical	Plumbing	Mechanical
Footings	Rough-in	Rough-in	Rough-in
Slab	Final	Stackout	Final
Framing	P. S.	Final	Gas
Chimney	T. S.	 Misc.	
Final	M. H.	Safety	
C. O.		Sign	

Violation: _____

FRAME:

C.O. Approved on unit 50-54 pending
County engineer Approval on parking lot

ELECTRICAL:

PLUMBING:

MECHANICAL:

Samuel J. Fields

OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head Island, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Don and Barbara Miller
51 Gloucester Road
Hilton Head Island, SC 29938

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 54A

CONTRACT DATE: 10-1-83

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #54A

FILED IN DEED - M BOOK 404 PAGE 681
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

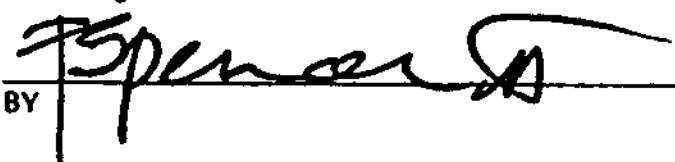
The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.

ARCHITECT

BY



9/14/84

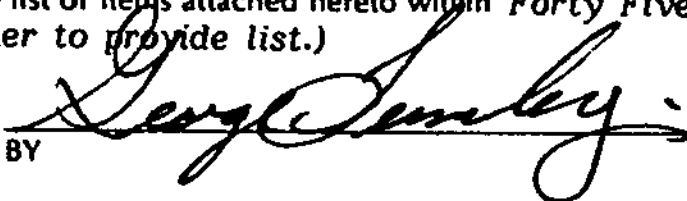
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (owner to provide list.)

The Gatherings

CONTRACTOR

BY



DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report

Permit No. 1664

Date Requested _____

Owners Name The Gathering

Date Needed 9-19-84

General Contractor M. H. G. Co.

Sub-Contractor _____

Location Hwy 27B

Building	Electrical	Plumbing	Mechanical
Footings	Rough-in	Rough-in	Rough-in
Slab	Final	Stackout	Final
Framing	P. S.	Final	Gas
Chimney	T. S.	 Misc.	
Final	M. H.	Safety	
<u>C.O.</u>		Sign	

Violation:

FRAME:

Co. Approved on unit 34, 58, 60
62 64 63 67 + 70

ELECTRICAL:

PLUMBING:

FILED IN DEED - H BOOK 484 PAGE 682
FILED AT 101500 ON 09/27/84

MECHANICAL:

J. Field

OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector

31

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER

TO (Owner): Joseph Nickel
Box 1991
Hilton Head, SC 29925

CONTRACTOR: The Gatherings

CONTRACT FOR: REsidential 55

CONTRACT DATE: 7-14-84

DATE OF ISSUANCE: September 19, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: FILED IN DEED - M BOOK 404 PAGE 683
Residential Unit #55 FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 19, 1984
which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, AIA
ARCHITECT BY Frank Spencer III DATE 9/19/84

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide List)

The Gatherings
CONTRACTOR BY George L. Lundy DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER BY DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Owner and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall maintain liability insurance in any event.



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report

Permit No. 10604

Date Requested _____

Owners Name _____

Date Needed 9-2-84

General Contractor _____

Sub-Contractor _____

Location 625 S 7th St

Building	Electrical	Plumbing	Mechanical
Footings _____	Rough-in _____	Rough-in _____	Rough-in _____
Slab _____	Final _____	Stackout _____	Final _____
Framing _____	P. S. _____	Final _____	Gas _____
Chimney _____	T. S. _____	 Misc.	
Final _____	M. H. _____	Safety _____	
C. O. _____		Sign _____	

Violation:

FRAME: met #55

1st Report
ELECTRICAL:

FILED IN DEED - M BOOK 484 PAGE 684
FILED AT 101500 ON 09/27/84

PLUMBING:

MECHANICAL:

Don L. Lott

OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 71

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address)

51 Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Wade C. and Patricia G. Hilton
9 Ocean Gate
Hilton Head Island, SC 29928

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 58B

CONTRACT DATE: 4-16-84

DATE OF ISSUANCE: September 14, 1984

FILED IN DEED - M BOOK 404 PAGE 685
FILED AT 101500 ON 09/27/84

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #58B

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head Island, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Chester E. Phelps
204 Lakewood Drive
Richmond, VA 23229

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 60A

CONTRACT DATE: 8-9-83

DATE OF ISSUANCE: September 14, 1984

FILED IN DEED - M BOOK 404 PAGE 686
FILED AT 101500 ON 09/27/84

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #60A

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Nelson McCoy
P.O. Box 1683
Hilton Head Island, SC 29928

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 62A

CONTRACT DATE: 10-14-83

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #62A

FILED IN DEED - M BOOK 404 PAGE 687
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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Frank Spencer III, A.I.A.

ARCHITECT

BY

Frank Spencer III

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
from the above Date of Substantial Completion. (Owner to provide list.)

Forty Five days

The Gatherings

CONTRACTOR

BY

George L. Lundy

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Scott and Alyson Dunlap
1664 St. Andrews Common
Hilton Head Island, SC 29928

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 63A

CONTRACT DATE: 10-6-83

DATE OF ISSUANCE: September 14, 1984

FILED IN DEED - M BOOK 404 PAGE 688

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #63A

FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
from the above Date of Substantial Completion. (Owner to provide list.)

Forty Five

days

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Keith Jude and Jane B. Bollinger
7 Oyster Catcher Rd., 29 Vail Trail
Hilton Head Island, SC
Corrington, GA 30209

CONTRACTOR: The Gatherings
CONTRACT FOR: Residential 64B

CONTRACT DATE: 5-24-84

DATE OF ISSUANCE: September 14, 1984

FILED IN DEED - M BOOK 484 PAGE 689
FILED AT 101500 ON 09/27/84

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #64B

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984
which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
from the above Date of Substantial Completion. (Owner to provide list.)

Forty Five days

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Louis A. Boni, Jr.
P.O. Box 2261
Hilton Head, SC 29925

CONTRACTOR: The Gatherings
CONTRACT FOR: Residential 67

CONTRACT DATE: 12-10-83

DATE OF ISSUANCE: September 17, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #67

FILED IN DEED - M BOOK 404 PAGE 690
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 17, 1984
which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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Frank Spencer III, AIA
ARCHITECT

BY

9/17/84
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list)

The Gatherings
CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage. Contractor shall secure consent of surety company, if any.)

CERTIFICATE OF OCCUPANCY
BEAUFORT COUNTY, SOUTH CAROLINA

The Gatherings S/D

This is to certify that the structures situated at lot Unit 54, 55, 58, 60, 62, 63, 64,
67 & 70
Highway 278 Street, Dist. 600, Map 41, Parcel 156,
has been constructed X, Altered _____, Moved _____ in accordance with the
Standard Building Code and/or the Zoning Ordinance for Beaufort County including
any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and
structurally and mechanically safe for human occupancy.

OWNER Margeo Development
CONTRACTOR Same
OCCUPANCY "R"
TO BE USED AS Multi-Family Dwelling (9) units
DATE September 21, 1984
BUILDING PERMIT # 10664

CONTINUED

FILED IN DEED - M BOOK 404 PAGE 691
FILED AT 101500 ON 09/27/84

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): James J. Diskin
1796 Grand Concourse
Bronx, N.Y. 10457

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 70A

CONTRACT DATE: 9-30-83

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #70A

FILED IN DEED - M BOOK 404 PAGE 692
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

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Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
from the above Date of Substantial Completion. (Owner to provide list.)

Forty Five days

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date)

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): John and Betty Patten
1106 Swinnburse Pl.
Vernon Hills, IL 60061

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 76B

CONTRACT DATE: 1-9-84

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #76B

FILED IN DEED - M BOOK 484 PAGE 693

FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

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DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage. Contractor shall secure consent of surety company, if any.)



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report

Permit No.

40017

Date Requested

Owners Name

The Gathering

Date Needed

9-19-84

General Contractor

Mingo

Sub-Contractor

Location

600 41-156

Building

Electrical

Plumbing

Mechanical

Footings

Rough-in

Rough-in

Rough-in

Slab

Final

Stackout

Final

Framing

P. S.

Final

Gas

Chimney

T. S.

..... Misc.

Final

M. H.

Safety

C. O.

Sign

Violation:

#76

FRAME:

ELECTRICAL:

FILED IN DEED - M BOOK 404 PAGE 694
FILED AT 101500 ON 09/27/84

PLUMBING:

MECHANICAL:

OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector

31

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Jean Gunn/Helen Irwin
110 Medland Avenue
Medland Park, NJ 07432

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 75B

CONTRACT DATE: 2-19-84

DATE OF ISSUANCE: September 14, 1984

FILED IN DEED - M BOOK 404 PAGE 696
FILED AT 101500 ON 09/27/84

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #75B

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.

ARCHITECT

BY

Frank Spencer III

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within
from the above Date of Substantial Completion. (Owner to provide list.)

Forty Five

days

The Gatherings

CONTRACTOR

BY

George L. Lundy

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note: Owners and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage. Contractor will secure consent of surety company, if any.



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report Permit No. 40076 Date Requested _____
Owners Name The Gathers Date Needed 9-30-84
General Contractor Mr. J. C. Sub-Contractor _____
Location 100-41-156

Building	Electrical	Plumbing	Mechanical
Footings	Rough-in	Rough-in	Rough-in
Slab	Final	Stackout	Final
Framing	P. S.	Final	Gas
Chimney	T. S.	 Misc.	
Final	M. H.	Safety	
C.O.		Sign	

Violation:
FRAME:

FILED IN DEED - M BOOK 404 PAGE 697
FILED AT 101500 ON 09/27/84

C.O. Approved on lot 75

ELECTRICAL:

PLUMBING:

MECHANICAL:

Sam Liles OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 31

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF OCCUPANCY
BEAUFORT COUNTY, SOUTH CAROLINA

This is to certify that the structures situated at lot 75, The Gatherings S/D,
Highway 278 Street, Dist. 600, Map 41, Parcel 156,
has been constructed X, Altered _____, Moved _____ in accordance with the
Standard Building Code and/or the Zoning Ordinance for Beaufort County including
any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and
structurally and mechanically safe for human occupancy.

OWNER Margeo Development
CONTRACTOR Same
OCCUPANCY "R"
TO BE USED AS Single Family Dwelling
DATE September 20, 1984
BUILDING PERMIT # 40036

CONTRACTOR

FILED IN DEED - M BOOK 404 PAGE 698
FILED AT 101500 ON 09/27/84

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head Island, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Barry Lee and Gail Deardorff
82 The Oaks
Hilton Head Island, SC 29928

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 78

CONTRACT DATE: 2-15-84

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #78

FILED IN DEED - M BOOK 484 PAGE 699
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.
ARCHITECT

BY

9/14/84
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report

Permit No. 40039

Date Requested _____

Owners Name Megathony

Date Needed 9-19-84

General Contractor M. J. J. Co.

Sub-Contractor _____

Location 600-41-156

Building _____

Electrical _____

Plumbing _____

Mechanical _____

Footings _____

Rough-in _____

Rough-in _____

Rough-in _____

Slab _____

Final _____

Stackout _____

Final _____

Framing _____

P. S. _____

Final _____

Gas _____

Chimney _____

T. S. _____

..... Misc.

Final _____

M. H. _____

Safety _____

C. O. _____

Sign _____

Violation: #78

FRAME: _____

ELECTRICAL: _____

PLUMBING: _____

FILED IN DEED - M BOOK 404 PAGE 700
FILED AT 101500 ON 09/27/84

MECHANICAL: _____

Ray Jiles

OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 31

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF OCCUPANCY
BEAUFORT COUNTY, SOUTH CAROLINA

This is to certify that the structures situated at lot 78, The Gatherings S/D,
Highway 278 Street, Dist. 600, Map 41, Parcel 156,
has been constructed X, Altered _____, Moved _____ in accordance with the
Standard Building Code and/or the Zoning Ordinance for Beaufort County including
any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and
structurally and mechanically safe for human occupancy.

OWNER Margeo Development
CONTRACTOR Same
OCCUPANCY "R"
TO BE USED AS Single Family Dwelling
DATE September 19, 1984
BUILDING PERMIT # 40039

CONTRACTOR

FILED IN DEED - M BOOK 404 PAGE 701
FILED AT 101500 ON 09/27/84

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): George D. and Janice O. Womble
9902 Ferguson Avenue
Savannah, GA 31406

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 79A

CONTRACT DATE: 5-19-84

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #79A

FILED IN DEED - M BOOK 404 PAGE 702
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as

September 14, 1984
which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.
ARCHITECT

BY

9/14/84
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report Permit No. 40040 Date Requested _____
Owners Name The Gathering Date Needed 9-19-54
General Contractor mnr700 Sub-Contractor _____
Location 600-41-156

Building	Electrical	Plumbing	Mechanical
Footings	Rough-in	Rough-in	Rough-in
Slab	Final	Stackout	Final
Framing	P. S.	Final	Gas
Chimney	T. S.	 Misc.	
Final	M. H.	Safety	
C. O.		Sign	

Violation: # 79

FRAME:

C.O. Approved
ELECTRICAL:

FILED IN DEED - M BOOK 404 PAGE 703
FILED AT 101500 ON 09-27-04

PLUMBING:

MECHANICAL:

Jay Feltz OFFICIAL
\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector 31

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF OCCUPANCY
BEAUFORT COUNTY, SOUTH CAROLINA

This is to certify that the structures situated at lot 79, The Gatherings S/D,
Highway 278 Street, Dist. 600, Map 41, Parcel 156,
has been constructed X, Altered _____, Moved _____ in accordance with the
Standard Building Code and/or the Zoning Ordinance for Beaufort County including
any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and
structurally and mechanically safe for human occupancy.

OWNER Margeo Development
CONTRACTOR Same
OCCUPANCY "R"
TO BE USED AS Single Family Dwelling
DATE September 19, 1984
BUILDING PERMIT # 40040

CONTRACTOR

FILED IN DEED - M BOOK 404 PAGE 704
FILED AT 101500 ON 09/27/84

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

AIA DOCUMENT G704

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head Island, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Mike and Julia Dunigan
96 Mathews Dr.-97 Woodlake Villa
Hilton Head, SC 29928

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 82

CONTRACT DATE: 3-28-84

DATE OF ISSUANCE: September 14, 1984

FILED IN DEED - M BOOK 484 PAGE 705
FILED AT 101500 ON 09/27/84

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #82

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date)

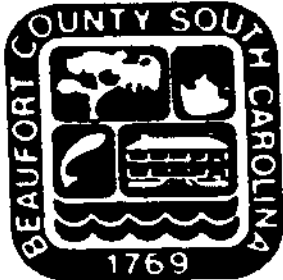
OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report

Permit No. 40043

Date Requested _____

Owners Name The gathering

Date Needed 9-20-84

General Contractor M.H. 9-0

Sub-Contractor _____

Location 600-41-156

Building	Electrical	Plumbing	Mechanical
Footings	Rough-in	Rough-in	Rough-in
Slab	Final	Stackout	Final
Framing	P. S.	Final	Gas
Chimney	T. S.	 Misc.	
Final	M. H.	Safety	
C. O.		Sign	

Violation:

FRAME:

C.O. Approved on unit 82

ELECTRICAL:

PLUMBING:

FILED IN DEED - M BOOK 484 PAGE 706
FILED AT 101500 ON 89/27/84

MECHANICAL:

Sam Field OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector

31

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF OCCUPANCY
BEAUFORT COUNTY, SOUTH CAROLINA

This is to certify that the structures situated at lot 82, The Gatherings S/D,
Highway 278 Street, Dist. 600, Map 41, Parcel 156,
has been constructed X, Altered _____, Moved _____ in accordance with the
Standard Building Code and/or the Zoning Ordinance for Beaufort County including
any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and
structurally and mechanically safe for human occupancy.

OWNER Margeo Development
CONTRACTOR Same
OCCUPANCY "R"
TO BE USED AS Single Family Dwelling
DATE September 20, 1984
BUILDING PERMIT # 40043

CONTRACTOR

FILED IN DEED - M BOOK 404 PAGE 707
FILED AT 101500 ON 09/27/84

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: The Gatherings
(name, address) Salt Marsh Drive
Hilton Head Island, SC 29928

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner): Greg and Julia Baldwin
1702 Shipmaster
Hilton Head Island, SC 29928

CONTRACTOR: The Gatherings

CONTRACT FOR: Residential 81

CONTRACT DATE: 3-7-84

DATE OF ISSUANCE: September 14, 1984

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Residential Unit #81

FILED IN DEED - M BOOK 404 PAGE 708
FILED AT 101500 ON 09/27/84

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as
September 14, 1984

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Frank Spencer III, A.I.A.

ARCHITECT

BY

9/14/84

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Forty Five days from the above Date of Substantial Completion. (Owner to provide list.)

The Gatherings

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)



BEAUFORT COUNTY
DEPARTMENT OF INSPECTIONS

Inspection Report Permit No. 416042 Date Requested _____
Owners Name The gathering Date Needed 9-19-84
General Contractor marco Sub-Contractor _____
Location 606-41-156

Building	Electrical	Plumbing	Mechanical
Footings	Rough-in	Rough-in	Rough-in
Slab	Final	Stackout	Final
Framing	P. S.	Final	Gas
Chimney	T. S.	 Misc.	
Final	M. H.	Safety	
<u>C.O.</u>		Sign	

Violation:

FRAME:

C.O. Approved # 31

ELECTRICAL:

FILED IN DEED - M BOOK 404 PAGE 709
FILED AT 101500 ON 09/27/84

PLUMBING:

MECHANICAL:

Jerry Fields OFFICIAL

\$5.00 RE-INSPECTION FEE REQUIRED ON ALL ELECTRICAL AND MECHANICAL
RE-INSPECTIONS. FEE MUST BE PAID PRIOR TO NEXT INSPECTION.

Inspector

Beaufort
524-4444 Ext. 343

Hilton Head
785-2197

CERTIFICATE OF OCCUPANCY
BEAUFORT COUNTY, SOUTH CAROLINA

This is to certify that the structures situated at lot 81, The Gatherings S/D.
Highway 278 Street, Dist. 600, Map 41, Parcel 156,
has been constructed X, Altered _____, Moved _____ in accordance with the
Standard Building Code and/or the Zoning Ordinance for Beaufort County including
any and all related Codes or Ordinances adopted by the County.

It is further declared that the structure has been inspected and is physically sound and
structurally and mechanically safe for human occupancy.

OWNER Margeo Development
CONTRACTOR Same
OCCUPANCY "R"
TO BE USED AS Single Family Dwelling
DATE September 19, 1984
BUILDING PERMIT # 40042

CONTRACTOR

RECORDED THIS 4th DAY
OF October 1984
IN BOOK P PAGE 955
FEES, \$ MaryAnn Gray / PTH
AUDITOR, BEAUFORT COUNTY, S. C.

FILED IN DEED - M BOOK 404 PAGE 710
FILED AT 101500 ON 09/27/84 52082
BOOK NUMBER 404 PAGES 622- 710
FILING FEE 89.00
STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 89.00
HENRY JACKSON
CLERK OF COURT BFT CNTY, SC